Principles, Concepts, and Practical Application to the Practice of Equity

One who comes into Equity must come with clean hands

JULY 19, 201

TWO DAY INSTRUCTIONAL ON EQUITY FOR PRIVATE CITIZEN

DAY ONE

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1. Dear Reader,

   You are entering a journey back to where you arrived on the day of your nativity. At that moment the rights you had the moment were of the highest, purest, and unalienable rights and status that are enforceable in a court that exists nowhere else in the history of the world except in the united/union of states of America. The United States of America is a genius, but costly, established private trust/mortgage arrangement established under the rules of equity/chancery signed by multiple joinders & witnesses, intended for the Posterity, and it safeguards, secures, and protects your unalienable "beneficial" rights. Unfortunately, thru ignorance and neglect, nobody also told you that private trust/chancery practice and laws, not commerce, govern the essence of the entire Western World since Jesus Christ brought the "new covenant," and the best news is that you can enforce these very rights today from your private personal conduct all the way to the supreme court of the united states!

2. However, also since that day of your nativity or naturalization, operating upon you, with or without your knowledge, are only two competing realms of law – "At Law" or "In Equity"; the Written Law versus the Un-Written Law; the Enumerated Law versus the Un-enumerated Law; the Fictional Realm versus the Substantive Realm, the AT LAW versus the EQUITABLE jurisdictions. As your instructor my objective during the next two days is that you recognize the two Realms distinctly and benefit gloriously from this awareness and skill.

3. On the one hand there is Commerce, War Powers, public, At Law, and on the other hand there is Equity, Private, Substantive, unalienable doctrines principles. This weekend is about understanding new Laws and guiding Principles from a massive established volume of Jurisprudence called "Equity." This Realm shall be your new Realm as a practicing unincorporated **private citizen of the United States and private member of one of the union member States, privately residing and privately domiciling without a "Federal Zone" within a non-military occupied private area not subject to the [jurisdiction of the Roman military municipal] "United States":**

4. **Definition of "Winning" – private decree, be it in any state or federal equitable jurisdiction.**

5. EQUITY HISTORY

   Joseph Story Said

   a) Aristotle "Equity": Aristotle had said, equity is the correction of the general words when the matter falls outside their sense.

   b) Joseph Story "Thus Aristotle has defined the very nature of equity to be the correction of the law wherein it is defective by reason of its universality.

   c) Bible – New Testament, New Covenant

      a. The story of the Stoning of the Adultering Woman. Jesus used the "God conscious mind" to judge, not the Common Law, Pharisees or Rome (martial).

b. The law of first mention, from mat 3:15 - the first use of the word "righteousness" (Grk - "Dikaiosune") in the N.T., from the Greek dictionary meaning - EQUITY of character or act; specifically character, justification: righteousness.

c. In Ecc 2:21 "Equity" (or "kasher") - a prime root - proper. to be straight or right; by implication to be acceptable; also to succeed or prosper: direct, be right, prosper.

d. Proverbs 1:3 "To receive instruction in wise behavior, Righteousness, justice and equity."

e. Proverbs 2:9 "Then you will discern righteousness and justice and equity and every good course."

f. Psalm 98.9 " ... for He cometh to judge the earth: with righteousness shall He judge the world and the people with equity."

g. Announce that I am free of all the charges against me—only You can see into my heart to know that to be true. Treat me with fairness; look at me with justice. Psalm 17:2.

h. Let my sentence come out of your presence. Let your eyes look on equity. Psalm 17:2

i. Psalm 72: 2 "May he judge Your people with righteousness And Your afflicted with justice." 4 "May he vindicate the afflicted of the people, Save the children of the needy And crush the oppressor." 12 "For he will deliver the needy when he cries for help, The afflicted also, and him who has no helper."

j. Sometimes the same word is rendered in one version " equity," and in another "uprightness2 [Psalm 111:8] or "justice3. [Psalm 89:14]

6. JOHN BOUVIER:

   a. Institutes of American Law 1882 ,Volume II, §3724, Par 4 "The Law is nothing without equity, and equity is everything, even without Law. Those who perceive what is just and what is unjust only through the eyes of the law, never see it as well as those who behold it with the eyes of equity. Law may be looked upon, in some manner, as an assistance for those who have a weak perception of right and wrong, in the same way that optical glasses are useful for those who are shortsighted, or those whose visual organs are deficient. Equity, in its true and genuine meaning, is the soul and spirit of the law"

   b. "Equity exercises an exclusive jurisdiction in all cases of mere equitable rights, that is, such rights are not recognized in courts of law. Most of the cases of trust and confidence fall under this head. Its exclusive jurisdiction is also exercised in granting special relief beyond the reach of the common law."

   c. *Ex Aequo Et Bono* is a Latin term which means what is just and fair or according to equity and good conscience. Something to be decided ex aequo et bono is something that is to be decided by principles of what is fair and just. A decision-maker who is authorized to decide ex aequo et bono is not bound by legal rules but may take account of what is just and fair. Most legal cases are decided on the strict rule of law. For example, a contract will be enforced by the legal system no matter how unfair it may prove to be. But a case to be decided ex aequo et bono, overrides the strict rule of law and requires instead a decision based on what is fair and just under the given circumstances.

d. "Maxims are rules or principles of law universally admitted as being just and consonant with reason, They are something like axioms in geometry. Many maxims are merely the statement, in short of pithy sentences, of principles which claim the assent of mankind. These existed before the law, for, it has been well observed, nations have been found without laws, none without maxims.9 Such maxims may be considered as fragments of the natural law which was promulgated at the beginning of the world.
    i. Maxims of Law from Bouvier's 1856 Law Dictionary
    ii. HAERES civil law. An heir, one who succeeds to the whole inheritance.
    iii. Haeredem Deus facit, non homo. God and not man, make the heir.
    iv. Haeredem est nomen collectivum. Heir is a collective name.
    v. Haeris est nomen juris, filius est nomen naturae. Heir is a term of law, son one of nature.
    vi. Haeres est aut jure proprietatis aut jure representationis. An heir is either by right of property or right of representation. 3 Co. 40.
    vii. Haeres est alter ispe, et filius est pars patris. An heir is another self, and a son is a part of the father.
    viii. Haeres est eadem persona cum antecessore. The heir is the same person with the ancestor. Co. Litt. 22.
    ix. Haeres haeredis mei est meus haeres. The heir of my heir is my heir.
    x. Haeres legitimus est quem nuptiae demonstrant. He is the lawful heir whom the marriage demonstrates.
    xi. In restitutionem, non in paenam haeres succedit. The heir succeeds to the restitution not the penalty. 2 Co. Inst. 198.

e. "When two rights concur in one person, it is the same as if they were two separate persons. 4 Co. 118. [Bouvier's Maxims of Law, 1856]

f. "To make a law, there must be a superior, who has authority to make it. and an inferior, who is bound by it. To complete the definition of law, we must say that it is a rule prescribed by a lawful superior. God is the first superior." Institutions of American Law, Vol. I, (1851) by John Bouvier.

7. HENRY R. GIBSON (SUITS IN CHANCERY 2ND, 1907, TENNESSEE)
    a. HENRY RICHARD GIBSON (DECEMBER 24, 1837 – MAY 25, 1938) SERVED AS A STATE CHANCERY COURT JUDGE, AND WAS A DELEGATE TO TENNESSEE'S 1870 CONSTITUTIONAL CONVENTION. OUTSIDE OF POLITICS, HE WROTE AND EDITED SEVERAL BOOKS ON FEDERAL AND STATE LAW.
    b. §3. "THIS DELEGATION OF AUTHORITY WAS MADE IN THE YEAR 1348, AND, IN THE NEXT FIFTY YEARS, THE EQUITY JURISDICTION OF THE CHANCELLOR WAS CLEARLY ESTABLISHED."
    c. §5. **Equity ignores fictions**: The common law was then utterly incapable of doing complete justice in many cases; and, in not a few cases, it furnished no remedy or relief whatever. It had certain rigid molds or formulas, into some one of which every cause of action had to be cast; and if the cause could not be run into any of these molds, there was no redress; and if it could be run into one of the molds, only such redress as the formula gave could be had, regardless of the equities of the case, and the real rights of the

parties. The fictions, formalisms and arbitrary technicalities of the common law, and its dialectical refinements, were inexplicable and incomprehensible jargon to the public, and often a costly mockery of justice to the litigants. Those who asked for bread were often given a stone, and those who applied for a fish sometimes received a serpent. Equity, on the other hand, disregarded forms, **ignored fictions**, subordinated technicalities to the requirements of justice, and indulged in no dialectical refinements. Its pleadings were simple and natural, and its doctrines were founded upon the eternal principles of right as interpreted by a **lofty Christian morality**. Its great underlying principles, the constant sources, the never failing roots of its particular rules, were the principles of equity, justice, morality and honesty, enforced according to conscience and good faith, and so adapted to the requirements of each case and the complications of business affairs, that the rights and duties of all the parties were fully determined.

d. Footnote 31. **Blinded Justice**, with sword in one hand and scales in the other, condemning all in one scale and rewarding all in the other scale, is the divinity of the Courts of law. The divinity of the Courts of Chancery, on the other hand, is open-eyed Equity, having neither sword nor scales, wearing the breast-plates of good reason and good conscience, using both hands to remove all forms, cloaks, veils, technicalities and subterfuges, that conceal or distort the real facts and circumstances of the case before her, separating the pure grains of truth from the straw and chaff of fraud and artifice, and apportioning to each party, whether complainant or defendant, what is good reason and good conscience is his just due.

e. §35, "Chancery has been the handmaid of all courts in affording process to meet exigencies. She has done so in the face of tyranny, to break loose the iron hand of power when grasping against conscience."

8. BLACKSTONE DIED (1780), BEFORE THE VALUED LESSONS OF MATURE EXPERIENCE IN EQUITY'S LIMITLESS FIELD WERE FULLY LEARNED". Spoon Shacket Case "Commentaries on the Laws of England" were written and published (1765-1768), and **Blackstone** died (1780), before the valued lessons of mature experience in equity's limitless field were fully learned, and it was a full century later that parliament adopted its equity-guarding amendment of the English judicature act of 1873, amended 1875.

9. Judge Murray Floyd Tuley of Illinois. Judge Tuley during his long service as presiding judge was regarded as the chancellor of the court. He was noted as the great equity judge, his sense of justice in the equality of men before the law, influencing him to regard the rights of the humblest citizen as great as that of the most powerful litigant. In such cases his great analytical mind found the center of the tangle and rendered a righteous decision, regardless of the mere technicalities of the law. As a man Judge Tuley was held in the highest esteem by every class of people. He was modest and unassuming, yet bore himself with the dignity that became his position in society. Judge Tuley held his right of citizenship in high esteem, devoting much of his time, not required in the duties of his office, to civic reform. His impress is upon many of the laws of Illinois, made better by his touch, and Chicago is largely indebted to him for many civil ordinances he drafted. His lecture "Maxims of Equity" delivered before the Illinois State Bar Association of which he was President, is a masterly exposition of the principles governing equity proceedings.

STATE COURTS

10. 1957 Supreme Court of Michigan, HACK VS. CONCRETE WALL: "MAXIM: EQUITY FOLLOWS THE LAW" This maxim, "equity follows the law", unlike equity's remaining maxims, is limited in its application and operates within very narrow limits. Adverting to Pomeroy (1 Pomeroy's Equity Jurisprudence [4th ed], § 427, pp 796, 797): "The maxim is, in truth, operative only within a very narrow range; to raise it to the position of a general principle would be a palpable error. Throughout the great mass of its jurisprudence, equity, instead of following the law, either ignores or openly disregards and opposes the law. As was shown in that portion of the introductory chapter which deals with the nature of equity, one large division of the equity jurisprudence lies completely outside of the law; it is additional to the law; and while it leaves the law concerning the same subject matter in full force and efficacy, its doctrines and rules are constructed without any reference to the corresponding doctrines and rules of the law. Another division of equity jurisprudence is directly opposed to the law which applies to the same subject matter; **its doctrines and rules are so contrary to those of the law, that when they are put into operation the analogous legal doctrines and rules are displaced and nullified.**"
11. (continued). 350 Mich. 118 (1957) 85 N.W.2d 109 HACK v. CONCRETE WALL COMPANY. Docket No. 89, Calendar No. 47,077. Supreme Court of Michigan. Decided October 7, 1957. Rehearing denied November 26, 1957. As to Robinson, we apprehend that it is more accurate to say that the case has never been challenged or overruled and that it fully sustains equity's broadly exercised jurisdiction where the related remedies of **reimbursement, exoneration, contribution, or subrogation are properly invoked.** Whether the suit be termed one for **reimbursement** or otherwise, the reasons underlying equity's jurisdiction are the same.
12. (continued) Pomeroy says (5 **Pomeroy's** Equity Jurisprudence [4th ed], **Equitable Remedies [2d ed], § 911, pp 5162, 5163**): "In general. — Under the early jurisdiction at law, in the absence of express contracts for indemnity or exoneration, it was left to the caprice of the creditor to determine upon which of several parties bound for the same obligation the burden should fall, the loss being left wherever the creditor, by his choice of a defendant, might put it. This inadequacy of remedy on the part of the victim, and consequent **failure of justice, became, however, a ground for the interposition of equity**, and the proper **readjustment of such burdens** was, at an early day, an important field of equitable jurisdiction. The efforts of courts of equity have been directed toward placing the loss, as far as possible, **on the parties ultimately liable**, — or as between 2 or more not ultimately liable, on the **party whose liability is prior** — and, as between parties **equally liable**, toward distributing the loss equally among them. The former result is reached by an **action for reimbursement**, and the latter by **an action for contribution.** Both of these results are assisted by the **action for exoneration**, and the **remedial process of subrogation.**" The text just quoted makes up the lead paragraph of chapter headed **"Suits for reimbursement, contribution, exoneration, and subrogation." Section 920 (p 5183)** in the chapter pursues our search to fruitful end. We quote: "Subrogation. — When an obligation is discharged by one not primarily liable for it, but who believes himself to be acting either in performance of a legal duty, or for the protection of a legal right, or at the request of the party ultimately bound, **and even in certain other cases, favored by public policy**, where none of the above circumstances may be present, the party thus discharging the obligation is entitled in equity to demand, for his **reimbursement**, and subject to any **superior equities**, the performance of

the original obligation, and the **application thereto of all securities and collateral rights held by the creditor**. The same equity which seeks to prevent the **unearned enrichment** of one party at the expense of another, by actions for **reimbursement, contribution, and exoneration**, operates here, by creating a **relation** somewhat analogous to a **constructive trust**, in favor of the **subrogee**, or party **making the payment**, in **all legal rights held by the creditor**, and the **subrogee may proceed to enforce the trust."**

13. (continued) In the second place — **and this we affirm with emphasis** — the **right of appeal to equity by proper bill**, and the **right of review de novo of an equity case**, are just as **sacred** as is the right of trial by jury. Equity looks specially to the **intent**, and seeks **evidence** with respect thereto. Law limits its inquisition to **legalistic forms and rights. The acoustically sensitive walls of equity's cathedral are tuned to benign sounds law cannot hear**, and witnesses regularly speak to chancellors of circumstances **deemed irrelevant in common-law courts**. She imputes intention to fulfill express or implied obligations; whereas the same obligations may not be enforceable elsewhere for sometimes **primitive legal reasons**. Her chancellors seek to provide and insure fair dealing when the forms of law are sometimes supine and **lifeless**. Though equity **customarily follows the law**, it is not so "slavishly nor always."
14. (continued) **"Generally, in all matters in which there is any conflict or variance between the rules of equity and the rules of the common law with reference to the same matter, the rules of equity shall prevail."** (1 Pomeroy's Equity Jurisprudence [5th ed], p xxiv). Equity shall not be eroded, so long as **her defenders stand vigilant** (Pomeroy, same page). Withal, these plaintiffs have properly and vainly insisted upon determination of their asserted rights in equity, and having duly brought the question to us for review, this Court is bound to uphold the bill they have filed as against defendant's said motion. **The fact is that an order for transfer from equity to law or law to equity is properly reviewable by application and grant of leave in nature of mandamus**. [*segway*, Maryland "Order" January 2017).
https://scholar.google.com/scholar_case?case=114835094127302834&q=hack+v+concrete+wall+company&hl=en&as_sdt=4,23
15. Pomeroy §297. Effect of State Laws. — On the other hand, the affirmative form of the rule has also been uniformly asserted and maintained, that the equitable jurisdiction exists and will be exercised in all cases, and under all circumstances, where the remedy at law is not adequate, complete, and certain, so as to meet all the requirements of justice. That there is a legal remedy is not enough; ... The tests of the relative jurisdiction over suits at law and in equity are, — 1. The subject-matter; 2. The relief; 3. Its application; 4. The competency of a court of law to afford it."
16. Pomeroy preface Eq. Jur. "Some of these principals are so comprehensive and fruitful, that one who has grasped them in their fullness of conception has already mastered the system of equity; all else is the mere application of these grand truths to particular circumstance."
17. JUDICATURE ACT 1875 "Generally, in all matters in which there is any conflict or variance between the rules of equity and the rules of the common law with reference to the same matter, the rules of equity shall prevail.'" RUDISILL v. WHITENER, 146 N.C. 403 (1907), Supreme Court of North Carolina, 'Generally, in all matters in which

there is any conflict between the rules of equity and the rules of the common law with reference to the same matter, the rules of equity shall prevail.'"

- **a.** STATE EX REL. KNOX v. SPEAKES ET AL, 144 Miss. 125 (1926), Supreme Court of Mississippi, "The distinction between law and equity and actions at law, and suits in equity and the forms of all actions and suits heretofore existing in this state, are hereby abolished, and there shall be in this state hereafter but one form of action for the enforcement or protection of private rights and the redress of private wrongs, which shall be denominated a civil action; and all courts which are vested with civil jurisdiction shall administer both law and equity in the same suit and for either party, and when the rules of law and equity in any case shall differ, the rules of equity shall prevail.
- **b.** EX PARTE SEDILLO, 34 N.M. 98 (1929), Supreme Court of New Mexico, "Generally in all matters in which there is any conflict of variance between the rules of equity and the rules of the common law, with reference to the same matter, the rules of equity shall prevail."
- **c.** HACK v. CONCRETE WALL COMPANY, 350 Mich. 118 (1957), Supreme Court of Michigan, "Generally, in all matters in which there is any conflict or variance between the rules of equity and the rules of the common law with reference to the same matter, the rules of equity shall prevail."
- **d.** FAIREY v. GARDNER, 233 S.C. 297 (1958), Supreme Court of South Carolina, 'Generally in all matters in which there is any conflict or variance between the rules of equity and the rules of the common law, with reference to the same matter, the rules of equity shall prevail.'"
- **e.** BEALE v. STATE, 139 Idaho 356 (2003), Supreme Court of Idaho, There is in this state but one form of civil actions for the enforcement or protection of private rights and redress or prevention of private wrongs: provided, that in all matters not regulated by this code, in which there is any conflict or variance between the rules of equity jurisprudence and the rules of the common law, with reference to the same matter, the rules of equity shall prevail.
- **f.** ELLIS v. ESTATE OF ELLIS, 2007 UT 77, Supreme Court of Utah, Whenever there is any variance between the rules of equity and rules of common law in reference to the same matter the rules of equity shall prevail.
- **g.** WAGNER v. STATE, No. CV 09-5026341-S (Nov. 17, 2010), Connecticut Superior Court, Whenever there is any variance between the rules of equity and the rules of the common law in reference to the same matter, the rules of equity shall prevail."
- **h.** JAFFE-SPINDLER CO. v. GENESCO, INC., 747 F.2d 253 (4th Cir. New Jersey 1984), United States Court of Appeals, Fourth Circuit; we feel it most appropriate to employ a maxim of equity in the present case... Generally in all matters in which there is any conflict or variance between the rules of equity and the rules of the common law with reference to the same matter the rules of equity shall prevail.
- **i.** 1910 Minnesota Digest §3140. "Conflict between legal and equitable rules-It is provided by statute in England and in some of the code states of this country, that where there is a conflict or variance between the rules of equity and the rules of the common law, with reference to the same matter, the rules of equity

shall prevail. We have no statute in this state, but where there is such a conflict or variance our courts apply the equitable rule." (FN10 Flanigun v. Sable, 44-417, 46; 854.)

j. The exclusive equity jurisdiction is not ousted by statute or else by any express terms or clear and necessary implication. Equitable jurisdiction once having attached to the a case, will be maintained for the final adjudication of all rights involved (Charles Phelps "Juridical Equity" §268).

18. **Federal - Article III**

a. **... citizens of the District of Columbia were not granted the privilege of litigating in the federal courts on the ground of diversity of citizenship. Possibly no better reason for this fact exists than such citizens were not thought of when the judiciary article [III] of the federal Constitution was drafted.**... citizens of the United States** ... were also not thought of; but in any event a citizen of the United States**, who is not a citizen of any state, is not within the language of the [federal] Constitution. [**Pannill** v. Roanoke, 252 F. 910, 914] d. c. VA. 1918

b. "We therefore decline to overrule the opinion of Chief Justice Marshall: We hold that the District of Columbia is not a state within Article 3 of the Contitution. In other words cases between citizens of the District and those of the states were not included of the catalogue of controversies over which the Congress could give jurisdiction to the federal courts by virtue of Article 3. In other words Congress has exclusive legislative jurisdiction over citizens of Washington District of Columbia and through their plenary power nationally covers those citizens even when in one of the several states as though the district expands for the purpose of regulating its citizens wherever they go throughout the states in union". National Mutual Insurance Company of the District of Columbia v. **Tidewater** Transfer Company, 337 U.S. 582, 93 L. ED. 1556 (1948).

c. Pomeroy §296. Illustrations- — The four foregoing principles may be justly regarded, I think, as the very foundations of the equitable jurisdiction of the United States courts. They give it whatever peculiar character it possesses growing out of the double organization of the national and state governments, and they clearly distinguish it from the jurisdiction possessed by any state tribunals. **In the practical administration of their equitable powers, the national judiciary have constantly affirmed and steadily adhered to the doctrine in its negative form, that the equitable jurisdiction does not exist, or will not be exercised, in any case or under any circumstances where there is an adequate, complete, and certain remedy at law, sufficient to meet all the demands of justice**.

    i. [A private American heir/beneficiary is legally disabled and is prevented from any adequate remedy under the provisional Emergency.]

d. Example of "negative form" letter from Master (based on true events) "In reply to your letter, I regret that the court is unable to assist in the matter you present. Under Article III of the Constitution, the jurisdiction of this Court extends only to the cases brought before it from lower courts."

e. TRANSLATION: "the public court will not handle your matter, but as the Master of the private side where Article III is recognized I require you to cure a small defect of the lower court record where I can see what the defendants did with your "removal." Story §743 & §744. Form vs substance.

19. **THE FEDERAL JUDGE IS AUTHORIZED TO BE A CHANCELLOR IN EQUITY IN THE USA:**
    - **a.** Pleading and Practice of the High Court of Chancery by edmund Robert Daniell. https://archive.org/stream/pleadingpractice01dani#page/n137/mode/2up
    - **b.** By the original Judiciary Act, and now by the **U.S. Rev. Stats sec 913**, the forms and modes of proceeding in suits of Equity in the U.S. Courts shall be according to the principles, rules, and usages which belong to Courts of Equity. And the settled doctrine of the U.S. Supreme Court is, that the remedies in Equity are to be administered according to the practice of Courts of Equity in England, the parent country from which we derive our knowledge of them. fn2 Chapter 1 Page 1.
    - **c.** **§11, 16 & 20 of the Judiciary Act of 1789 FIRST CONGRESS Sess. I. Ch. 20. 1789."**
    - **d.** THE HIGH COURT OF JUDICATURE 1873/1875 - aka THE JUDICATURE ACT, that is implemented in the Judiciary Act, that is brought forward as the "conflict or variance" of law, that is Mandatory Judicial Cognizance, and that the source of your authority is NOT statute, and **(The authority of the emergency banking relief act does not apply to me, nor do i consent to it.)**
    - **e.** By legal construction in applying the Maxim "*Inclusio unius est exclusio alterius*." The inclusion of one is the exclusion of another, and vice versa.
    - **f.** The exclusion of the "Emergency Banking Relief Act" is the inclusion of my right under the "Judiciary Act of 1789, chapter 11, 16 & 20" and Supreme Court of Judicature.

20. JUSTICE JOSEPH STORY (in his book): 'EQUITY IS THE FOUNTAIN OF JUSTICE'.....'LIMITLESS' ...."GRACE"...."IS THE SOURCE OF ALL LAW."

21. THREE HEADS OF EQUITY: 1) AUXILIARY – 2) CONCURRENT – 3) EXCLUSIVE.
    - a. **DO NOT CALL THE COURTS LOOKING FOR A COURT OF EQUITY** - "military doctrine of "Plausible Deniability" – IT'S NOT A COURTROOM – IT'S YOUR PAPERWORK AND RIGHTS IN JUDGES PRIVATE CHAMBERS (Martial Court Not In Session) – NOT COGNIZABLE IN PUBLIC ANYWHERE IN THE PUBLIC (ENEMIES, BELLIGERENTS, REBELS DO NOT GET CONSTITUTIONALLY PROTECTED EXCLUSIVE EQUITY PRESIDED BY A TRUE CHANCELLOR IN CHANCERY).
        - i. "Un-enumerated protections in the Constitution Ninth Amendment, The Ninth Amendment to the U.S. Constitution reads: The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people.

22. **Professor John Norton Pomeroy**: Equity is in Full Force!
    - a. Pomeroy §354 "To sum up this result in one brief statement, all equitable estates, interests, and primary rights, and all the principles, doctrines, and rules of the equity jurisprudence by which they are defined, determined, and regulated, **remain absolutely untouched, in their full force and extent, as much as though a separate court of chancery were still preserved.**"
    - b. Section 355 in Pomeroy, 1905 edition: "It is easy to say that the distinctive modes of equity procedure are alone abrogated by the legislature, while the principles, doctrines and rules of the equity jurisprudence and jurisdiction are wholly unaffected;

c. While the external distinctions of form between suits in equity and actions at law have been abrogated, the essential distinctions which inhere in the very nature of equitable and legal primary or remedial rights still exist as clearly defined as before the system was adopted, and must continue to exist until the peculiar features of the common law are destroyed, and the entire municipal jurisprudence of the state is transformed into equity.

d. Equitable Remedies, Pomeroy, Section 357, page 591 - On Certain Equitable Remedies.- While it is undoubtedly true that with the exception just mentioned of the right conferred upon the direct assignee of a legal thing in action, **all the equitable estates, interests, property, liens, and other primary rights 1 recognized by the equity jurisprudence, and all the principles, doctrines, and rules of that jurisprudence which define them, determine their existence, and regulate their acquisition, transfer, and enjoyment, are untouched and unaffected.**

23. GIBSON "SUITS IN CHANCERY" 1907 EQUITABLE VERSUS STATUTORY: §23-25:

a. **The Equitable, or Inherent**: to include all of those matters, whether purely equitable in their nature or having characteristics both equitable and legal, jurisdiction over which is derived exclusively or chiefly from their inherent powers as Courts of Equity; and

b. **The Statutory**: to include all of those matters, whether equitable in their characteristics or purely legal in their nature, jurisdiction over which is derived exclusively or chiefly from our statutes.

The Equitable/Inherent	**Statutory**
Purely Equitable by Nature 1	Purely Legal by Nature 4
Equitable by Characteristic 2	Equitable by Characteristic 5
Legal by Characteristic 3	

1 – the private citizen holding purely equitable title - in Private Chambers

2 – the bank or government holding inferior equitable title

3 – the private citizen holding a trustee title of a private trust

4 – Military Title or Commerce or FRCP, Criminal, USC, IRS, etc.

5 – same as no. 3 above but here it's superior title under statutory authority.

24. Gibson §25 Exclusive or Inherent Equity cases include the following

a. **All suits resulting from accidents and mistakes.**

Intervivos - Court Does it - Merger Causes

b. All suits resulting from **trusts, express, constructive**, and resulting.

c. All suits for the reformation, re-execution, **rescission**, and surrender of written instruments.

d. All suits for an **accounting**, and for **surcharging** and **falsifying** accounts.

e. All suits for the administration and **marshaling** of assets.

f. All suits for the enforcement of **liens created by mortgages**, deeds of trust, sales of land on credit, or other equitable considerations. [ie., *the equity of redemption upon a mortgage*]

g. All suits by wards against guardians, executors, administrators and others, where an **accounting**, or surcharging or falsifying an account, is necessary.

h. All suits for the **marshaling** of **securities**.

i. All suits for relief against **forfeitures** and penalties.

j. All suits for the redemption of land or other property.

k. All suits to have **absolute deeds** or bills of sale **declared to be mortgages**.

l. All suits for the construction and enforcement of wills and **trusts**.

m. All suits for the **discovery** and perpetuation of testimony.

n. All suits for equitable attachments and **receivers**.

o. All suits where an **injunction** is a substantial part of the relief sought.

p. All suits to remove clouds and quiet **titles**.

q. All suits for a **new trial after a judgment at law**. - De Novo Rehearing

r. All suits to have void judgments so declared, and to **avoid voidable judgments**.

s. All suits to prevent the doing of an illegal or **inequitable act** to the injury of complainant's **property rights, or interests**.

t. All suits for the **exoneration** or **protection** of **sureties**.

u. All other suits where the defendant has done, or is doing, or is threatening to do, some **inequitable act** to the injury of the complainant, and there is **no adequate remedy** therefore in any other court.

25. Gibson §445 - Presumptions of Law: Presumptions are either conclusive or disputable. Conclusive presumptions will yield to no proof, however strong; but disputable presumptions may be overcome by proof. As illustrations of conclusive presumptions of law may be mentioned: 1) that everyone knows the criminal law; 2) that every sane man contemplates the probable consequences of his own acts; and 3) that everyone has knowledge of a deed duly registered.

26. Gibson §73 - Priorities - Where there is equal equity the law must prevail. Priority of Right. Where there is equal equity the law must prevail. In a Court of Chancery, in a conflict of equities, the party having the superior equity will prevail; and if the equities are equal, and neither party has the legal title, then priority prevails; and if no priority the defendant prevails.

27. Gibson - §47 quasi trustee is same pleading as trustee. Husband, wife, parent, person in a parental situation, attorney, guardian ad litem, next friend, partner, agent, business manager, clerk, steward, secretary, treasurer, book-keeper, auctioneer, consignee, bailee, physician, spiritual adviser, the promoters, president, directors and other officers or managers of a corporation or association, vendor, creditor, principal debtor in cases of surety-ship, and, in general, all other persons who undertake, or assume, the character of confidential advisers, or managers of another's affairs, or who occupy a position or relation that enables them to greatly influence the action of those relying upon them, or who in any way acquire influence and abuse it, or possess another's confidence and betray it. The term trustee includes both trustees and quasi-trustees, and the term beneficiary denotes and includes everyone who expressly or impliedly confides or trusts his property, business or affairs, to another, and everyone for whose benefit an express or implied trust arises, or a constructive fraud can be declared.

28. **VOLUNTEERS AND IMPERFECT TITLES (consent)**

   a. Every Man is independent of all laws except those prescribed by nature. He is not bound by any institution formed by his fellow Men without his consent. - Cruden V Neale NC 338 May Term 1796
   b. Inasmuch as every government is an artificial person, an abstraction, and a creature of the mind only, a government can interface only with other artificial person. The imaginary, having neither actuality nor substance, is foreclosed from creating and attaining parity with the tangible. The legal manifestation of this that no government as well as any law, agency, aspect, court, etc., can concern itself with anything other that corporate, artificial persons and the contracts between them. Penhallow vs. Doane's Administrator, 3 US 54, 1 L.Ed.57, 3 Dall. 54 (1795).

29. Gibson §74 - volunteer without consideration
   a. Teacher's conclusion: ALL COMMERCE SPRINGS FROM VOLUNTEERS CREATING IMPERFECT TITLES, WAIVING PRIVATE, DEFAULTING TO PUBLIC, AND VOLUNTEERING WITHOUT CONSIDERATION TO HOLD ASSIGNMENTS OF DUTIES AND DEBTS OF AN ARTIFICIAL PERSON. ALL COMMERCE originates from two Equity Maxims: "Equity will not aid a volunteer; Equity will not complete an imperfect gift."
   b. Leviticus 22:25 (i) You shall not receive any imperfect thing from a stranger, to make it the Lord's offering: which he calls the bread of the Lord. ("in the name of the Lord, I accept" otherwise it's in the NAME OF THE STATE).
   c. Black's 8th - VOLUNTEER The grantee in a voluntary conveyance; a person to whom a conveyance is made without any valuable consideration. See voluntary conveyance under CONVEYANCE.
   d. Black's 1st: VOLUNTEER. In conveyances, one who holds a title under a voluntary conveyance, i. e., one made without consideration, good or valuable, to support it.
   e. Reports of Cases in Law and Equity in the Supreme Court Volume 56 By Oliver Lorenzo Barbour: "A court of equity will not aid the defective execution of a power, in favor of a volunteer." (1 Story's Eq. Jur. § 176).
   f. It is quite clear, as a general rule, that where a person shows the clearest intention to give, but leaves the gift imperfect, let the subject of it be what it may, the Court of Chancery will not interfere at the instance of a volunteer to make it perfect (1846 Equitable Jurisdiction of a Court of Chancery).
   g. "Although **equity will not aid a volunteer**, it will not strive officiously to defeat a gift" (http://www.lawteacher.net/equity-law/essays/equity-will-not-aid-a-volunteer-law-essays.php#ftn4).
   h. George Spence: "whereas, an agreement, or an attempt to assign, is in form and nature incomplete, and the **origin** of the transaction must be inquired into by the court...and where there is no consideration, the court, upon its general principles, **cannot complete what it finds imperfect.**"
   i. Lord Eldon: "**if you are a volunteer** you shall not have the help of a Court of Equity to make you a cestui que trust."
   j. Pomeroy §755. 2. Time of Giving Notice. We have seen that if notice is not given until after the purchaser has fully paid the consideration, received a conveyance, and **completed his title**, he is not in the least affected by it. [the guy in your house after foreclosure has to "complete his title" or he is a volunteer].
   k. Acceptance is Perfection:

    i. CJS "Parties" Book 67A - §30: Necessity for accepting judgment. Persons for whose benefit the action is brought cannot claim the benefit of the Judgment without coming in in some way and accepting it. However, it has been held that in derivative actions it is of no importance whether or not those entitled to share in the recovery are made plaintiffs.

30. **Benefits and Privileges**: **Maxims of Benefits and Privileges**
    a. Favors from government often carry with them an enhanced measure of regulation.
    b. Any one may renounce a law introduced for his own benefit.
    c. No one is obliged to accept a benefit against his consent.
    d. He who receives the benefit should also bear the disadvantage.
    e. He who derives a benefit from a thing, ought to feel the disadvantages attending it.
    f. He who enjoys the benefit, ought also to bear the burden.
    g. He who enjoys the advantage of a right takes the accompanying disadvantage.
    h. A privilege is, as it were, a private law.
    i. A privilege is a personal benefit and dies with the person.
    j. **One who avails himself of the benefits conferred by statute cannot deny its validity.**
    k. What I approve I do not reject. I cannot approve and reject at the same time. I cannot take the benefit of an instrument, and at the same time repudiate it.
    l. He who does any benefit to another for me is considered as doing it to me.
    m. Gibson §62 " He who enjoys the benefit ought also to bear the burden.

31. **VALUABLE CONSIDERATION**
    a. Pomeroy §747. What is Valuable Consideration.- What constitutes a valuable consideration within the meaning of the doctrine which gives protection to a bona fide purchaser? No person who has acquired title as a mere volunteer...can thereby be a bona fide purchaser.
    b. Gibson §75: VENDEE MUST BE LEGALLY WORSE OFF: Valuable consideration means, and necessarily requires under every form and kind of purchase, something of actual value, capable, in estimation of the law, of pecuniary measurement, parting with money or money's worth, or an actual change of the purchasers legal position for the worse. The amount of the purchase, if otherwise in good faith, is not generally material.
    c. Gibson §43 Hence, it is the passing of a consideration and not the form of the contract that in Equity passes title; and whatever the form of the transaction, if no consideration passes, in Equity no title passes.

32. BOUVIER 6th Ed. 1856, §20. To convey a title the Vendor seller grantor must himself have a title to the property which is the subject of the transfer. But to this general rule there are exceptions:
    a. The lawful coin of the United States will pass the property along with the possession. Silver Coin
    b. A negotiable instrument endorsed in blank is transferable by any person holding it, so as by its delivery to give a good title "to any person honestly acquiring it."

33. **MAXIMS OF EQUITY.**

34. EQUITY MAXIMS EXISTED BEFORE THE LAWS: Page 459 Institutes of American Law by Bouvier, 1870: section: 3726 "Maxims are rules or principles of law universally admitted as being just and consonant with reason, ... These existed before the law, for, it has been well observed, nations have been found without laws, none without maxims. Such maxims may be considered as fragments of the natural law which was promulgated at the beginning of the world.
    1. Equity sees that as done what ought to be done. – Primary Maxim
    2. Equity will not suffer a wrong to be without a remedy.
    3. Equity delights in equality.
    4. One who seeks equity must do equity. – NOTICE
    5. Equity aids the vigilant, not those who slumber on their rights.
    * 6. Equity imputes an intent to fulfill an obligation. – IN CHAMBERS (It Was intended for Me)
    7. Equity acts in personam.
    8. Equity abhors a forfeiture.
    9. Equity does not require an idle gesture.
    10. He who comes into equity must come with clean hands.
    11. Equity delights to do justice and not by halves.
    12. Equity will take jurisdiction to avoid a multiplicity of suits.
    13. Equity follows the law.
    14. Equity will not aid a volunteer.
    15. Where equities are equal, the law will prevail.
    16. Between equal equities the first in order of time shall prevail.
    17. Equity will not complete an imperfect gift. – Grantee Absolute for lawful consideration
    18. Equity will not allow a statute to be used as a cloak for fraud.
    19. Equity will not allow a trust to fail for want of a trustee.
    20. Equity regards the beneficiary as the true owner.
    21. He who occasioned the loss must bear the burden. Quasi-Maxim
35. Laches: (if you wait too long to enforce your right then your rights stale over time) Where the federal equity jurisdiction is exclusive and is not exercised in aid of a legal right, state statutes of limitations barring actions at law are inapplicable, and, in the absence of any state statute barring the equitable remedy in like cases, the federal court is remitted to and applies the doctrine of laches as controlling. P. 309 U. S. 289. U.S. Supreme Court 1940.
36. Equitable Asset. Joseph Story, Commentaries on Equity Jurisprudence, 1888,
    Pg. 565, Sec 552. Definition of Equitable Asset:
    a. Equitable assets are on the other hand all assets which are chargeable with the payment of debts or legacies in equity, and which do not fall under the description of legal assets. They are called equitable assets because, in obtaining payment out of them, they can be reached only by the aid and instrumentality of a Court of Equity. They are also called equitable for another reason; and that is, that

the rules of distribution by which they are governed are different from those of the distribution of legal assets.

   b. **In general it may be said that equitable assets are of two kinds: the first is where assets are created such by the intent of the party; the second is where they result from the nature of the estate made chargeable.** Thus for instance if a testator devises land to trustees to sell for the payment of debts, the assets resulting from the execution of the trust are **equitable assets upon the plain intent of the testator**, notwithstanding the trustees are also made his executors; for by directing the sale to be for the payment of debts generally, he excludes all preferences, and the property would not otherwise be liable to the payment of simple contract debts. The same principle applies if the testator merely charges his lands with the payment of his debts. On the other hand if the estate be of an equitable nature and be chargeable with debts, the fund is to be deemed equitable assets, unless by some statute it is expressly made legal assets ; for it cannot be reached except through the instrumentality of a Court of Equity.

37. Laches: (if you wait too long to enforce your right then your rights stale over time) Where the federal equity jurisdiction is exclusive and is not exercised in aid of a legal right, state statutes of limitations barring actions at law are inapplicable, and, in the absence of any state statute barring the equitable remedy in like cases, the federal court is remitted to and applies the doctrine of laches as controlling. P. 309 U. S. 289. U.S. Supreme Court 1940.
38. **PRIVATE TRUST LAW** - **EXPRESS TRUSTS**
39. 14th Century Crusades, King's Conscience over Land Use, Foeffment and Rights to Rents and Possession.
40. Pomeroy, Perry, Gilberts, Lewin: Elements of Trust: **Intent, purpose, parties, res (method of formation)**:
    a. Intent: manifested intent.
    b. Purpose: lawful purpose.
    c. Parties: reachable and beneficiary is identified.
    d. Trust *Res*
        i. **Methods of Formation**: Delivery, Transfer, Verbal, Fraud, Concealment, Conveyance, Contract, Agreement, Will, Statute, Silence, Acquiescence, Admission, Consent, Acceptance, Endorsement, Appointment, Failure of Disclaimer, Notice, Registration, Recording, Endorsement, Declaration, termination of guardian/ward, subrogation, exercise of equity of redemption.
        ii. Such a trust may be created by deed or may rest entirely in parole, or may be partially in writing and partially in parole 1966 Florida Appeals Fraser v Fraser.
41. Gibson §44 "And when it is shown that such person have used money, by them so held in trust, in the purchase of any property, real or personal, taking the title in their own name, a Court of Chancery will impute to them an intention to fulfill their obligation, namely, to make the purchase for the benefit of the person entitled to the use of the consideration money; and they will be decreed to hold such property as trustees for the benefit of the parties whose funds were used in the purchase."
42. **IMPLIED TRUSTS**: Edward C. Hallbach Jr., "GILBERT LAW SUMMARIES: TRUSTS"

a. Notice to and acceptance by trustee: If an effective transfer has been made, a valid trust exists even if the trustee has not been made aware of it. Neither notice to nor acceptance by the trustee is essential to formation of the trust (§274).

b. The trustee's acceptance is presumed unless the contrary is shown. The trusts cannot be forced upon him, however, and he is free to disclaim the trusteeship any time prior to accepting it (§276).

c. Recording without noticing. The failure to inform the intended trustee had no significance and that an irrevocable trust was created (§282).

d. Disclaimer. If there has been an effective transfer but the trustee disclaims before acceptance, the trust does not fail for lack of a trustee. Rather, ...a court holds that...title remains in the settlor subject to the trust until a substitute trustee is appointed (§277).

e. Trustee's obligations. Once having accepted the trust, the trustee is bound by all of the fiduciary obligations imposed by law and by the terms of the trust, and can be held personally liable for neglect. "Resignation" alone does not relieve the trustee of these duties and responsibilities. Ordinarily, the trustee must petition the court for a replacement; even if the trust instrument expressly authorizes resignation, the duties of one who has accepted a trust continue until a successor is in place.

f. Acceptance relates back. The trustee's acceptance normally relates back to the time the trust came into being (§280).

g. Duties prior to acceptance. Although for many purposes (e.g., accrual of beneficiaries' rights to benefits) a trust becomes effective at the time it comes into existence, the trustee normally has no fiduciary duties until acceptance of the trusteeship, expressly or impliedly, occurs (§280).

h. Notice to and acceptance by the beneficiary. Notice to the beneficiary that the settlor intends to create a trust, or has created one, is not necessary for a valid trust. Acceptance by the beneficiary also is not essential to trust formation (§282).

i. Waters law of trusts, D.W.M Waters, 1984, 2nd edition, Pg. 672, "Implied acceptance is normally established by the conduct of the would-be appointee. If the person in question deals with the trust property or any part of it, and there is no explanation clearly linking his acts to another purpose, he will thereby impliedly accept the trusteeship. ...But there is a different reason in deeming an appointee to have impliedly accepted the trust when he deals with the trust property. It is not his delict [tort], but his actual assumption of the task to which he has been appointed which makes him a trustee."

j. No technical words are needed (Gilberts). I.e., "Special, Private, Priority, In Confidence"

k. "Trusts created by an actual transfer of the legal estate in property, from one to another; or, as it was afterwards called by transmutation of possession." (The equitable jurisdiction of the Court of Chancery 1846).

43. PRIVATE TRUST IS ENFORCED IN "EXCLUSIVE EQUITY

44. **SURETYSHIP (Agent-Principal) Suretyship is Equity. But it's also Public side too.**

a. The big lesson below is you want to be a "Agent" and not a principal/surety - here's the biggest thing - the Agent can bind the Principal in a contract.

b. Agent/Principal [you are the "agent" and the "birth certificate ALL CAP is the "principal"]

c. Gibson §47 - the term "quasi-trustee" denotes and includes ...**principal debtor in cases of suretyship**. [because the surety is the principal debtor if the principal/obligee does not perform.]

d. §52..."misconduct of the trustee's agent" [bingo – the trustee can have an agent]

e. §52...money in the bank, he chose the agent or attorney, and he loaned the money. The maxim applies, also, to cases where an agent has been given apparent authority to sell goods, or do any act, and, taking advantage of this apparent authority, sells the goods, or does the act, in fraud of the principal's rights, and misapplies the proceeds. **In such cases the loss falls not on the party who deals with the agent, but on the principal**.

f. §52. Where a party signs a forged note as surety, believing the principal's signature thereto genuine, and the payee parts with value for such note, **the party so signing as surety must bear the loss**.

g. CJS Section 739, Bills & Notes. Book 11. "Signing as Agent": "Personal Liability". In accordance with the Negotiable Instruments Act Sec. 20, where an accommodation signer merely adds words describing him as an agent or representative without disclosing his principal, the agent will be held personally liable.

h. Minnesota Statute 336.3-419. Instruments Signed for Accomodation.

a. §60 Footnote. A man's property is, in a sense, a part of himself, and when his property is seized by another he is presumed to know it, the property being in the possession of **himself or agent**, and the knowledge of the agent being considered the knowledge of the principal.

b. §62. *Qui facit per alium facit per se.* "He who does any thing by another, does it himself." The act of the agent is the act of the principal; and among partners each one is the agent of all the others. If the principal, or master, ratifies an act of his agent or servant, the effect is the same as though such act was expressly authorized before it was done.

c. §65. Notice to an Agent when Notice to his Principal. Notice to an agent in the business or employment which he is carrying on for his principal, is a constructive notice to the principal himself, so far as the latter's rights and liabilities are involved in, or affected by, the transaction. This rule alike includes and applies to the positive information or knowledge obtained or possessed by the agent in the transaction, and to actual or constructive notice communicated to him therein. The general rule, that notice to the agent is notice to the principal, will operate with equal force and effect, whether the notice to the agent be actual, or constructive. Actual knowledge may be brought home to the agent by the most direct evidence, or he may be chargeable with constructive notice by a *lis pendens*, by a registration, by recitals in title deeds, by possession of the property by a stranger, or by circumstances sufficient to put a prudent man upon inquiry; in all such cases the effect upon the principal is the same as though the information or notice to the agent had been to him in person. So, notice to one partner is notice to the other as to partnership matters;6 but not as to individual matters.

45. **NAMES**. Gibson §271, footnote.

a. If the coin be gold a wrong name will not make it brass. The name is a mere tag.

b. *Naminu mutabilia, res outem immobiles.* "Names are mutable but things are immutable."

c. No baptismal name is required for a bill, and no plea of misnomer will lie to it.

d. Maxim - Equity looks to the intent rather than to the form. The Moloch of Formality erected by the Law, and on whose iron altars Justice has been so often sacrificed, has never profaned the Temples of Equity.

e. There is no magic in forms or names in a Court of Equity.

f. *Nihil facit error nominis cum de corpore constat.* "An error of name amounts to nothing when there is certainty as to the thing itself."

g. *Praesntia corporis tollit errorem nominis.* "The presence of the body does away with the mistake in the name."

h. The bill being in the hands of the Chancellor, its praenomen is wholly immaterial, he will judge it from its allegations. The Code does not require a bill to have any Christian Name.

i. *Talis non est eadem, nam nullum simile est idem.* What is like is not the same, for nothing similar is the same. 4 Co. 18. Bouvier Dictionary 1856. [your name and the BC name are NOT same].

j. Name Decree to be exonerated from the Birth Certificate – Driver's License – Social Security Card Name by getting your own private decree that you own your private name without the state. Once decreed, record your private BC with Department of Health, and get a new seal. Alos record in Civil Registry of county, birth county, and get update the social security administration about your social security card is not your name.

k. Doctrine of idem sonans – "because they sound the same they must be the same thing" – unless heavily prejudiced and objected to. "JOHN HENRY DOE" vs. "john henry doe".

46. Name Decree. Petition for Change of Adult Name. Pleaded specially, not legally.

a. Theirs is no court of competent jurisdiction that has decreed what my personal name is without the state.

b. The State owns the NAME prima facie because their name is at the top of the BC certificate.

c. My name is granted by my parents exercise of their sacred right but no record exists of this act of appellation while I was an infant newborn baby boy/girl.

d. My foot prints identify me in the bible.

e. My name is handwritten, not typed. See Family bible.

f. I am the grantee absolute of the name John Henry Doe, without any encumbrance or interference by the State.

g. I wish and prefer my name to be decreed in order that all my majority rights and powers are fully restored.

h. Terminate the guardian/ward relation. GUARDIAN AND WARD. Pg 211, 6. There is no trust which can be reposed in one person over the property of another, in regard to the management whereof a full and detailed account is more imperiously demanded, than in which the law confides to a guardian over the estate of his ward, Hence, when an alleged settlement is set up by a guardian as a bar to an account, and it is not seen that an account was stated-nor what were the matters embraced within the attempt to settle- and the guardian himself will not swear that, so far as it went, the settlement was correct-but leaves the ward to make full proof if he can that was not correct-**it will be no bar to a full account from the guardian.**" http://archive.org/stream/digestofallrepor18663batt#page/210/mode/1up

   i. However, the guardian remains subject to the duty, if it has not been already performed, of making a final accounting and settlement with the ward,[FN3] and also remains, liable on any personal obligations which the guardian has assumed in connection with the guardianship.[FN4] The probate court retains jurisdiction only to require a settlement of the guardian to the minor and on settlement to discharge the guardian. The ward can sue in the ward's own name for any debts due to the ward.[FN14] Furthermore, the ward may assert rights against third persons as to matters which
   j. arise after the ward attains majority even though there has been no settlement of the guardianship affairs with the guardian.[FN15] Although an order of court is necessary to discharge the guardian from his or her fiduciary obligations,[FN16] no order of court is necessary to sever the relationship of guardian and ward,[FN17] or to dissolve the power of the guardian to act for the ward.[(CJS – Guardian and Ward §36).

47. **Notice, and its Effects.** He who buys with notice of another's rights is bound in good conscience to hold what he buys, subject to those rights, for otherwise he **would be taking advantage of his own wrong**, and would be **enriching himself at another's expense**, neither of which acts is permitted by a Court of Conscience. (Maxim: "He who seeks equity must do equity.")
48. "Special Deposit" versus "general deposit." Banking. "I place this on special deposit with you."
   a. "The suit is plainly one of equitable cognizance, the bill being filed to charge the defendant, as a trustee, for a breach of trust in regard to a special deposit." Argued March 14, 15, 1889. Decided April 8, 1889. Bank of Memphis v. Eliza Walker.
   b. "The general rule is that every person who receives money to be paid to another, or to be applied to a particular purpose, to which he does not apply it, becomes a trustee, and is answerable to the owner of the money as for a breach of trust." In re Interborough Consol. Corp.
   c. "A trustee is bound only as he accepts the trust, but the trust is not invalidated by his failure or refusal. While his disclaimer frees him from any obligation to execute the trust, the rights of the beneficiary are in no sense dependent upon his acceptance. A court of equity will never suffer an express trust, in regard to which there is no question, to fail for lack of a trustee." (Beach 1897, "Trusts and Trustees").
   d. "The writings [meaning the declaration of trust] are but evidence; the trust is anterior and independent; and the rights which the courts regards are those that spring from the creation, not the mere proof of the trust." McVay v. McVay 1887 Supreme Court New Jersey.
49. **Five (5) Primary Offices of Trust:**
   a. Grantee: holds unimpeachable, indefeasible, root, primary title both legal and equitable, both sides of the ledger, all liabilities, all assets, both the beneficiary and trustee at same time. ← fee Simple ABSOLUTE
   b. Grantor/Settlor: when the grantee title will be split to legal (trustee) and equitable (beneficiary).
   c. Trustee: receives legal title from grantee, express or implied. ← must have Total Control AND legal title
   d. Beneficiary: receives equitable title from grantee, express or implied.

Heir inherits legal title only

    i. Heir: "Maxim: Only God can create an heir." "An heir stands in the rights of his ancestors" "the King never dies." Ie., heir to a decedent's legal estate, birth certificate.

50. Mode of Acquiring Root Title - ALIENATION: One mode of alienation is by MERE WRITTEN AGREEMENT; another is by DEED, that is, by a writing sealed and delivered; a third mode is by MATTER OF RECORD;
    a. **"An unimpeachable title or root of title might be obtained in favor of or by a purchaser for value, 1st."** ["A Compendium of the Law of Real and Personal Property, Primarily Connected with Conveyancing" by Josiah W. Smith, Retired Judge, Vol I, 6th Ed., 1884, Page 631.]
    b. **Until a deed is accepted by the grantee**, **the title to the estate does not pass out of the grantor**, for no man can make another his grantee without his consent, and a deed made to a man with all requisite formalities, and even entered in the public registry, **will be null if not afterwards accepted by the grantee**. (Maxim "equity will not aid a volunteer; equity will not complete an imperfect gift").
    c. A delivery always implies an acceptance by the person to whom the delivery is made; and although where a deed, or mortgage, or an instrument purporting to be such, is properly acknowledged and recorded, the presumption is that it has been duly delivered to the grantee or mortgagee, and that it is, in legal effect, what by the record it purports to be, yet such presumption is only *prima facia*, and may be rebutted by parole or other evidence, and shown never to have been delivered.
    d. When a grantor causes an acknowledged deed, conferring substantial benefits on the grantee, to be recorded, there can be no doubt that it will afford *prima facia* evidence, and even strong presumption evidence, of a delivery to and acceptance by the grantee; but such presumption can be overcome by evidence that no delivery in fact was intended, and none made.
    e. Deeds creating a trust, delivered to a third person or recorded by the grantor, have been upheld although there was no actual acceptance by the trustee.
    f. The person named as trustee never heard of or saw the deed until long after it was recorded, and then refused to accept the trust or in any way to act upon it. The court held that his refusal was immaterial, saying: "Although a trustee may never have heard of the deed, the title vests in him, subject to a disclaimer on his part. Such disclaimer as a transfer of the equitable interest to a third person. A trust cannot fail for want of a trustee, or by the refusal of all the trustees to accept the trust. The court of chancery will appoint new trustees (Lawyers Report Annotated).
    g. NOTE: legal fictions CAN ONLY HOLD TITLES "**BY CHARACTERISTIC**" and Private American National Citizens only HOLD TITLES "**BY NATURE**"... and a title by nature extinguishes a title by characteristic in a court of equity!

51. **MORTGAGES**: "it is also an established **doctrine that an equity of redemption** is inseparably connected with a mortgage; that is to say, so long as the instrument is one of security, the borrower has in a court of equity a right to redeem the property *[deed absolute means everything given for security not just the house]* upon payment of the loan [*doesn't say that "you" paid it*]. This right cannot be waived or abandoned by any stipulation of the parties made at the time, even if embodied in the mortgage. This is a doctrine from which a court of equity never deviates. 1877 Supreme Court of United States Peugh v. Davis.

BANK

52. “The grantee under a conveyance styled an "indenture," though signed only by the grantor, which contains a clause to the effect that the conveyance is made subject to a mortgage, which the grantee assumes and agrees to pay, becomes bound, upon acceptance of the deed, as covenantor, to pay the mortgage.” Abbott's Digest of All the New York Reports page 220. You Can style it as an Indenture and bound BANK to Pay Mortgage

53. Where a mortgage debt forms a part of the consideration of the purchase, although the **purchaser** has not entered into any contract or agreement by deed or other writing **to pay it**, the grantor becomes as between the parties the surety of the grantee, and if he **pay** the mortgage debt he has the right to be **subrogated** to all the rights of the **mortgagee**. Reports of Cases at Law and in Equity Determined by the Supreme ..., Volume 51 WOOD v. SMITH 51 IOWA 156. Mortgage: SUBROGATION.

54. The Mortgage; its origin and history Page 454. The law holds a mortgagee in possession to the fiduciary character, duties, and responsibility of a trustee, and compels him to account to the mortgagor **as though the mortgagor were his cestui que trust.** Mush of the difficulty in establishing a uniform rule, grows out of the fact that a mortgage has been differently considered in courts of equity and courts of law. In the former it is merely a security for money, in the latter it has been considered as a conveyance upon condition. There is such manifest justice in the equitable doctrine and all its incidents, that it must ultimately prevail.

55. **No Waiver of Equity of Redemption.**— The debtor's (obligor / mortgagor) equity of redemption is a privilege of which he cannot divest himself by any agreement or stipulation in the mortgage itself. Whatever may be the form of the mortgage, the equity of redemption is a necessary part of it, or incident to it, and is regarded as fundamental to the very conception of a mortgage. Thus, even the mortgagor's solemn agreement incorporated in the mortgage, that, if prompt payment is not made, the estate shall be forfeited and the title shall vest absolutely in the mortgagee, **cannot bar a redemption**; that can be done only by a foreclosure.1 So, the parties cannot make a conveyance of land, absolute in form, a security for the payment of money by a given day, and, if payment is not then made, have it treated as an absolute sale and conveyance. **Every deed takes effect from its delivery, and its character thereby becomes at once fixed**. What is once a mortgage is always a mortgage; and if the instrument is a mortgage when delivered, **it will so continue until the right of redemption is barred by some of the modes recognized by law**. §281 A_Treatise_on_the_Law_of_Mortgages_and_Deeds Henry Campbell Black.

56. **WHAT IS VALUABLE CONSIDERATION for a mortgage**? What did you receive for what you gave? Loan Application, Notice of Approval they are holding “Credit/Asset”, Grant Deed, Lien, Mortgage contract, Note, Clogging Provisions, Landlord/Tenant Relationship, improvements, man security. All these things need to be declared an “deed absolute” to grantee at closing and stipulate that upon acceptance they are the conventor to pay the mortgage. See Abbott’s in this coursebook.

57. “Although the mortgagor is equitable owner, yet the mortgagee is more than a trustee for him, for the trustee is not allowed to deprive his cestui que trust of his possession, but a mortgagee may assume the possession whenever he pleases, if there is no agreement to the contrary, and in point of possession the mortgagor is tenant at will, even in equity, for a court of equity never interferes to prevent the mortgagee from assuming the possession.” Coote on Mortgages, 379 (324).

58. Pomeroy §1192, A court of equity will look beyond the external form, at the real relations between the parties, and will protect the debtor's equity of redemption, if necessary, in opposition to the literal terms of the instrument. This principle lies at the base of the entire equitable doctrine, and is applied to mortgages in the ordinary form, to deeds with a separate defeasance, to deeds absolute on their face, to deeds with accompanying agreements to re-convey, and to every other form of assurance which is in reality a security.

59. §1192. If the instrument be in fact a mortgage, it is entirely immaterial that there is no provision for a redemption, or no day fixed for the payment.

Pomeroy

60. **§1196. Whenever a deed absolute on its face is thus treated as a mortgage, the parties are clothed with all the rights, are subject to all the liabilities, and are entitled to all the remedies of ordinary mortgagors and mortgagees. The grantee may maintain action for the foreclosure the grantor's equity of redemption; the grantor may maintain an action to redeem and to compel a re-conveyance upon his payment of the debt secured. If the** BANK **grantee goes into possession, he is in reality a mortgagee in possession, and as such is liable to account for the rents and profits.** to mortgagor, Grantor Surety
http://www.archive.org/stream/equityjurisprude03pome#page/2840/mode/1up

61. The Mortgage; its origin and history Page 454. The law holds a mortgagee in possession to the fiduciary character, duties, and responsibility of a trustee, and compels him to account to the mortgagor **as though the mortgagor were his cestui que trust**. Mush of the difficulty in establishing a uniform rule, grows out of the fact that a mortgage has been differently considered in courts of equity and courts of law. In the former it is merely a security for money, in the latter it has been considered as a conveyance upon condition. There is such manifest justice in the equitable doctrine and all its incidents, that it must ultimately prevail.
http://archive.org/stream/jstor-3301583/3301583#page/n5/mode/2up

62. A Treatise on the American Law of Real Property, Volume 2 By Emory Washburn SECTION VI. MERGER OF INTEREST. It is generally true, that whenever a legal and equitable estate in the same land come, to one person in the same right, without an intervening interest outstanding in a third person, the equitable merges in the legal estate, and the latter alone remains subsisting. But in order to work a merger, the mortgagee must be the holder of the mortgage at the time he acquires the estate of the mortgagor. If he has parted with that, there would be no merger by his coming into the place of the mortgagor. In applying this principle to mortgages, it makes no difference whether the mortgagor or his assigns pay off the mortgage or take an assignment of it, or the mortgagor conveys to the mortgagee by an absolute deed. Such merger extinguishes the mortgage-debt, and the mortgage can no more be set up than if it had been fully paid. And a release of an equity of redemption operates as an extinguishment of the equity of redemption, and not as a merger of the estate conveyed by the mortgage.

63. Reports of Cases Adjudged and Determined in the Court of Chancery of the Book page 769. Note: As between grantor and grantee, the grantee becomes principal debtor and the grantor his surety. Abbott's Digest of All the New York Reports ...: With Tables of Statutes ... page 220. 17. The grantee under a conveyance styled an "indenture," though signed only by the grantor, which contains a clause to the effect that the conveyance is made subject to a mortgage, which the grantee assumes and agrees to pay, becomes bound, upon acceptance of the deed, as covenantor, to pay the mortgage.

64. COMMERCE IS SIMPLY SHADOW TITLES NOT CLAIMED IN THE PRIVATE, TITLES THAT SOMEONE DID NOT PERFECT THEIR PRIVATE TITLE TO ("Equity will not complete an imperfect gift; equity will not aid a volunteer").

   a. Shadow Titles: Pomeroy §47. The ownership of the equitable estate is regarded by equity as the real ownership, and the legal estate is, as has been said, no more than the **shadow** always following the equitable estate, which is the substance, except where there is a purchaser for value and without notice who has acquired the legal estate.

65. **MERGER, doctrine.**

   a. Merging of Titles. The Doctrine of Merger: "Merger" is when legal and equitable title vest in the same individual/entity – when whole title is achieved, the beneficiary becomes the grantee – the trust terminates. Here's many ways "merger" happens, when titles vest in the same entity.

      i. A higher right and a lower right over the same subject matter- the lower right is extinguished.

      ii. When an easement is acquired by the encumbrancee the easement is extinguished.

      iii. BIG ONE – when a debtor becomes the beneficiary of the debt – the debt is extinguished.

      iv. When one withdraws from general deposit and re-deposits on special deposit the same subject matter the relations change – the lower relation is extinguished, i.e., debtor/creditor is extinguished and special confidence relations are left.

      v. When a beneficial right by nature of a living man claims the beneficial right of a legal fiction over the same subject matter – the higher right wins – by nature - because rights by nature trump rights by characteristic.

      vi. When legal title by nature of a living man is assigned to a shadow title aka legal title by characteristic, the lower quality legal title by characteristic is extinguished.

      vii. When lawful consideration is tendered the credit/fiat title is extinguished.

      viii. When a claim in exclusive equity is recognized the at law claim is annihilated.

      ix. When an equitable asset of substance is moved to a legal title by characteristic – the legal title is extinguished – (your signature can be noticed to be an equitable asset – those assets that can charge in the eyes of equity.

      x. When the trustee becomes the beneficiary – the duty is extinguished.

      xi. When notice of an equitable claim over the same subject matter is not rebutted by proper notice (Gibson Waiver/Consent/Priority).

   b. At law (a trustee), a man cannot be his own creditor or debtor; hence, when he acquires an estate subject to a charge in his own favor, the charge will, in law, merge in the estate." (Van Ormer's Est., 25, Pa. §234, 237, CJS ESTATES). (also, you can be a debtor to your own estate).

   c. GEORGE C. BAGLEY v. McCARTHY BROTHERS COMPANY. June 23, 1905. Minnesota Reports Volume 95. Book page 289. Merger. "A merger, at law, is defined to be where a greater estate and a less coincide and meet in one and the same person, in one and the same right, without any intermediate estate. The less estate is immediately annihilated, or, in the law phrase, is said to be merged—that is, sunk or drowned—in the greater.

d. "GILBERT LAW SUMMARIES: TRUSTS" §159 "Where a sole trustee and sole beneficiary are one and the same person, the result is a merger of legal and equitable titles, defeating the trust and creating a fee simple in the person. Interests must be exactly the same for merger to occur...rights are said to be merged when the same person who is bound to pay is also entitled to receive. This is more properly called a confusion of rights, or extinguishment."

principal

I demand you show cause or be it resolved...

66. **Gibson §55 Suits in Chancery**. [In Rem, show cause] *Where there are Equal Equities, the First in Order of Time shall Prevail. He who is prior in time is superior in right. The maxim is sometimes misunderstood and misapplied. Its true meaning is this: As between persons having equitable interests only, if their interests are in all other respects equal, priority in time gives superiority in right.* And, in a contest between persons having only equitable interests, priority of time will give superiority of right, provided there is not other sufficient ground of preference between them. For, if the equities are equal, and one of the parties has, in addition, the legal title, then another maxim would apply: Where there is equal equity the law must prevail. In a Court of Chancery, in a conflict of equities, the party having the superior equity will prevail; and if the equities are equal, and neither party has the legal title, then priority prevails; and if no priority the defendant prevails.

67. GRANTOR/GRANTEE RELATIONSHIP: absolute title passes, both assets and liabilities, the entire ledger.

    a. You can't force someone to be Grantee, but an implied grantee with status, lawful consideration and notice can force an operation of an assigned title to be an absolute conveyance: But you can make someone an implied grantor and make yourself a grantee where operation of law is otherwise determining the relationship. The reason you can do this is by Maxim *Expressum facit cessare tacitum*. "That which is expressed makes that which is implied to cease."

    b. Implied Trust means there's an "**implied grantor/settlor, trustee, beneficiary**", implied trust, without using the word "trust".

Mortgages:

Processing fee
Loan Application
Down Payment
P-note
Mortgage Contract
Lien - Defeasance
Seller's Grant DEED
Payments
Maintenance
Security
Tax Pmnts

Pizza
Gift
Records
BONDS
Res
Collateral
Payment
Titles
Certificates

What
How
What titles
* Intent

Transferer - transferor
Donee - DONOR
Deliveror - Deliveree
Creditor - debtor
Custodian
Broker - trustee
Grantee - Seller
Executor - heir
Judge - Baitiff

Guess the Transfer

fraud = x10
No Notice of Signing
My note and making
it Negotiable

in Personam is the only fact that is incontestable

68. GAME PLAN - enforcement. "Plaintiff with primary rights, Sealed, Ex Parte, Bill in Equity for Special and General Relief, Federal Equity Practice in addressed to "His Excellency the Chancellor, Clerk and Master, private chambers, of the federal circuit of the United States or supreme court of the United States, in care of the u.s. court of appeals for iowa. The proceeding governed by rules, principles, doctrines and Maxims of Equity, cause of action to appoint a trustee to wind up the estate for the heir/cestui que, merge the titles to extinguish the debt, re-deposit all res under a new trust for your sole benefit, life maintenance and support (no statutes, rules or codes – pure substance).
69. What Constitutes Denial of Civilian Due Process? A Clog on the Equity of Redemption
    a. Denial of the recognition of the deed absolute
    b. Versus Statutory Redemption: 8th Circuit Court of Appeals, District of Minnesota. 07-2079.
    c. Denial of the inherited rules of court promulgated by the supreme court – Federal Equity Rules of 1912.
70. Bates §116. Due process of law defined. The words, "due process of law" are the equivalent of the words, "the law of the land;" and by "the laws of the land" is meant general and public laws which operate equally upon all members of the community, affecting the rights of all alike. "due process of law" in the federal sense, and in the sense in which those words are used in the fifth amendement to the federal constitution, means that "law of the land" which derives its authority from the legislative powers conferred upon congress by the constitution of the United States, exercised within the limits therein prescribed, and interpreted according **to the principles of the common law**." The words "due process of law," in judicial proceedings, mean a course of legal proceedings according to those rules and principles which have been established in our system of jurisprudence for the protection and enforcement of private rights. To give such proceedings any validity, there must be a tribunal competent by its constitution-that is, by the law of its creation to pass upon the subject matter of the suit; and, if that involves merely a determination of the personal liability of the defendant, he must be brought within the jurisdiction by service of process within the state, or his voluntary appearance. By "due process of law" is meant one which, following the forms of law, is appropriate to the case and just to the parties to be affected. It must be pursued in the ordinary mode Prescribed by law; it must be adapted to the end to be attained; and wherever it is necessary for title protection of the parties; it must give them an opportunity to be heard respecting the justice of the judgment sought. There can be no proceeding against life, liberty or property which may result in the deprivation of either, without the observance of those general rules established in our system of jurisprudence for the security of private rights.
71. **Record Creation and Due Process**
    a. **PRIVATE ACCOUNT NUMBER**: mail yourself a simple "Registered Mail" and pay for it using a Money Order and Stamps; use a green card with it 3811 and sign for it "signature, grantee, without prejudice". Make copies and store. Record in County or Lamar "Notice of Deed of Acceptance and Acknowledgment" of the RR# "for sufficient valuable consideration" ...signed.....signature, grantee. [see templates in exhibits]

   b. **Due Process: Legal notice in newspaper according to local rule,** county recorder, registrar, secretary of state offices for recording notices.

72. **Why do we need a private account number noticed in the public?**
   a. Trower's Manual of the Prevalence of Equity under the 25th Section of the Judicature Act, 1873 amended by the Judicature Act of 1875.
      i. A purchaser of a chose in action, whether with or without notice, takes it subject to the equities (n) affecting it, and therefore to the claim of the cestui que trust (o). But the protection of want of notice extends to a purchaser of a bill of exchange (p). And the same rule would seem to apply, as to the time within which cestui que trust may sue him, as in choses in possession.
      ii. Cestui que trust may " **follow** " the land in their hands, without limit as to time (u), subject to the rules in equity (x), irrespective of the Statutes of Limitation (y). [Bill for Accounting "to follow the interest in their hands without limit as to time]
73. "**PUBLIC NOI/SOI**" - ONE TIME ONLY. use this authenticated public generic record to prove your manifested intent to form trust relations. Publically reserving your private account numbers a "RR111222333US-01 thru 99, and sub-records for each record identified as "RR111222333US-xx.001 thru RR111222333US-xx.099 where "xx" is primary number. Record 1 is "Notice of Unregistered Equitable Claim" - "....grantee now coming as grantor of same subject matter hereby gives notice of unregistered purely equitable claims by nature titles "RR111222333US-01 thru 99 and their sub-records therefrom are fully claimed, and on special deposit in trust or otherwise. [see exhibits in back]
74. RESTRICTED SIGNATURES: If a trustee signs a document with the intent to act in her capacity as trustee, but without including any designation of "as trustee" next to her signature, the trustee may unintentionally become personally involved in the transaction. For example, if the trustee intends to enter into a mortgage loan agreement on behalf of the trust, but she fails to designate her signature as a trustee's signature, then she may be held personally liable for the balance due on the mortgage loan.
   a. **By:** ***Agent*** **...** (ellipses mean incomplete information) "by: surety" "by: trustee" "without prejudice" (never ever ever ever use "UCC" codes).
   b. **Draw a Box around your signature to act as a "SEAL".**
   c. **by:** ***given name,*** **Restricted Agent, w/o prej. w/o recourse. Special, private, priority, in confidence.**
   d. Another example: *given name,* **trustee...** [this limits your personal liability such as on a mortgage].
   e. On private documents ***autograph, heir/cestui que, private citizen of the United States.***
75. **Private Notice of Priority Interest, Private Trust Expression - "GGT" (grantee, grantor, trustee).**
76. **Private Deeds and Certificates Create a Ministerial Duty under a Mandamus to fulfill the execution of the records - "Story Board templates"**
   a. **Perfect title as grantee. Pay the Excise Tax of 1863 "Twenty Dollars" silver certificates on template. Pay Ten Dollars to admit under Article I, sect. 9 of the constitution.**

b. Gibson §55 – priority of right, show cause why I do not hold superior equitable or legal title to property, and that it is not a trust, or be it resolved. You have ten/twenty days to disclaim. ["Notice of Interest," Affidavit in Support, GGT].

c. Gibson §44 "And when it is shown that such person have used money, by them so held in trust, in the purchase of any property, real or personal, taking the title in their own name, a Court of Chancery will impute to them an intention to fulfill their obligation, namely, to make the purchase for the benefit of the person entitled to the use of the consideration money; and they will be decreed to hold such property as trustees for the benefit of the parties whose funds were used in the purchase."

d. Gibson §43 Hence, it is the passing of a consideration and not the form of the contract that in Equity passes title; and whatever the form of the transaction, if no consideration passes, in Equity no title passes. [mortgages: Dear Bank, show me the consideration you gave me for all the things I gave you, and that they it was equitable.]

e. Gibson §57 As men live by their labor and property, no man is presumed to part with either without receiving or expecting an equivalent in value. Hence, whenever one person has obtained either the labor or property of another he should pay or account therefor, unless he can prove it was a gift; and so, whatever injury one person does to another's property or capacity to labor should be made good.

f. Pomeroy §685. 1. Nature of the Equities. The equitable interest created by a trust, or by a contract in rem, made upon a valuable consideration, is superior to the equity arising from a mere voluntary transfer, a mere gift, or from a mere judgment lien. In contemplation of equity, the interest created by a trust, or by a valid executory contract of sale, or by a valid contract giving rise to a lien, or by an act in connection with such a contract constituting a lien, as, for example, a deposit of title deeds, is a real, beneficial interest in the specific thing itself, an interest which is property, or analogous to property;

g. Primary or original relations, being those that exist between the original parties to the transaction; 2, Secondary or derivative relations, being those that exist between an original party and the privy of the other original party, and 3, Collateral relations, being those that exist between the privies of the original parties.

h. Certificate of Special Deposit – a natural title representing the legal estate – delivery of deed to Trustee. Certificate of Appointment. Certification of Trust.

77. After you send NOI, now optionally send "Notice of Tolling of Time" – notice what date the trust vests.

78. After you send Tolling and enough time has passed to vest, now send "Notice of Statement of Interest" (SOI)

    a. **Declarant's Statement of Facts** of the establishment of trust under the formation involving but not limited to your confession, acceptance, non-disclaimer, endorsement, delivery, transfer of legal title, parole on phone, agreement, express or implied.

    b. WRIT OF MANDAMUS, Demand for Signature on Pro Confesso, Acknowledgment of Trust, and Accounting, signed by Beneficiary of Trust.

        i. page 15, Trower's Manual of the Prevalence of Equity under the 25th Section of the Judicature Act, 1873 amended by the Judicature Act of 1875. "If the trustee, with intent to defraud, convert or appropriate the property to his own use, or **dispose of or destroy it,** he is liable to three years penal servitude or fine, or two years imprisonment, with or without hard labour."

79. Notice of Breach of Trust for failure of performance. Turn the page – Notice of Pro Confesso.
    a. PRO CONFESSO – must read! Gibson §205-213.
80. File petititon for decree on the above facts. It's possible in your state the clerk will sign this once you serve the respondent and allow by rule 21 days to respond to clerk; when the clerk signs it, you now Petition the Chief Judge in Chambers to Sign a Decree and use the clerk's signed Pro Confesso judgement as your only evidence in support.
81. When Judge signs Decree – YOU MUST ACCEPT IT! All persons worldwide must conform to the decree or suffer contempt of the Judge's decree. The respondents must set aside decree to be relieved of it. That's also in Gibson's book.
82. **ENFORCEMENT**. Objective: **SEALED** "register of chancery of the federal circuit of the United States for the state of Iowa, in care of the u.s. court of appeals" (or supreme court of the united states), BILL IN EQUITY, Notice of Laws of the Case under Maxims and Gibson 64 Sections authenticated by State Law Librarian. [see sample Clerk's letter]
    a. Caption, Parties, Jurisdiction, Cause Of Action, Claim For Relief, Facts For Affidavit, Notice Of Evidentiary Hearing, Notice Of Private Proprietary Evidence In Support For In Camera Evidentiary Hearing.
    b. **BEST EVIDENCE - authentications of birth certificates (Guaranteed Bond of Principal debtor security that enures to creditor)**
    c. GIBSON §785. The general rule of evidence, that the best evidence obtainable must be produced, is as applicable to affidavits as to other evidence. Affidavits should, therefore, be made by those best acquainted with the facts to be proved, or a sufficient reason given for their not being so made; and all writings referred to in affidavits should be exhibited, or a sufficient excuse given for not so doing.
83. **JOINDER**: CJS, Pardon & Parole. "A person who has such a title in a representative capacity as to be authorized to sue in his own name as a general rule may join the beneficial owner with him as plaintiff; and it is immaterial that the beneficiary may sue alone by reason of being the real party in interest. However, it has been said that it is only **when the equitable interest would otherwise be unrepresented, or perhaps inadequately or imperfectly represented, that the equitable beneficiary can be joined as a plaintiff**."
    a. Let's revisit - FRCP 17a(3) Joinder of the Real Party in Interest. "The court may not dismiss an action for failure to prosecute in the name of the real party in interest until, after an objection, a reasonable time has been allowed for the real party in interest to ratify, **join**, or be substituted into the action. After ratification, **joinder**, or **substitution**, the action proceeds as if it had been originally commenced by the real party in interest". (Principal is represented by Administrator).
        i. ALSO NOTE: that "heir" is not in FRCP Rule 17a.
    b. that rule is saying that you have the option of either beginning any case as a joinder with the plaintiff, or begin the case as the defendant - it's your choice! do you see what is being waived here in equity? they give you a chance to join the plaintiff, and you don't, "after a reasonable amount of time" - they proceed

"as if" the real party joined.....but WHY? Because YOU CONSENTED! And once you consent - you are deemed to have "waived your right to be a joinder" So you are "volunteering" to be the defendant after being given the opportunity to be the Joinder with Plaintiff, "after objection", which is another way of saying "unless you object, you waive it, and in equity, you are now a volunteer" , you just told the court that you would rather freely be the defendant, then be the piggy back ride on the Plaintiff.

84. **EXCLUDE PUBLIC AND PRESS**: Maxim "*Inclusio unius est exclusio alterius.*" The inclusion of one is the exclusion of another, and vice versa, the exclusion of one is the inclusion of another. "Petition to exclude the public..."
    a. PETITION THE COURT TO: "show cause why my private citizen rights should commingle with those rights of the public, enemies, belligerents and rebels, or be it resolved this cause shall proceed SEALED and Ex Parte, OR BE IT RESOLVED, this proceeding shall commence by order of the court Sealed and all third parties barred from its access." [attach proposed order].

85. **FEDERAL EQUITY PRACTICE.**
    a. FEDERAL EQUITY PRACTICE. American Technical Society: Library of American Law and Practice: Equity. Equity procedure, 1919. Book page 64. Sec. 81. Dual System of Jurisdiction. "...the Federal courts keep entirely separate, actions at law and suits in equity, as much so as did the Court of Common Pleas and the High Court of Chancery in England a hundred years ago. This is effected by the device of having two sides to the court, the law side, and the equity side; and between them there is no possible connection. If he wants or needs equitable relief he must depart from the court on its law side and enter it by the equity door on the other side, where he will be heard by the same judge, acting as chancellor."
    b. Newby v Enron 2002, "The Court held that federal courts have the equity jurisdiction that was exercised by the English Court of Chancery at the time of the adoption of the Constitution and the enactment of the original Judiciary Act, 1789... **The Court further noted that regardless of the merger of the formerly separate courts of law and equity by the Federal Rules of Civil Procedure, the substantive principles of Courts of Chancery remain unaffected**".... Some of the earliest writings on the equity jurisdiction of English courts emphasize the exclusive role of the equity courts over suits arising out of a breach of a fiduciary duty.

86. C.L. Bates "Federal Equity Procedure" vol. 1&2, 1901. § 11. *The jurisdiction must appear upon the face of the record.*- The jurisdiction of the circuit court is limited, in the sense that it has no jurisdiction other than that conferred upon it by the constitution and laws of the United States; and, as a result of this limitation upon the jurisdiction, the presumption is that a cause is without its jurisdiction unless the contrary affirmatively appears. It has long been settled that the facts upon which the jurisdiction of the circuit courts rests must, in some form, appear upon the face of the record in all suits prosecuted before them, and it is error for the court to proceed until its jurisdiction is shown.

Chief Justice Taney, discussing the necessity of the record showing the jurisdiction, and the reason of the rule, said: "But in making this objection, we think the peculiar and limited jurisdiction of courts of the United States has not been adverted to. This peculiar and limited jurisdiction has made it necessary, in these courts, to adopt different rules and principles of pleading, so far as jurisdiction is concerned, from those which regulate courts of common law in England [exclusive equity?] and in the different states of the Union which have adopted the common law rules. In these last mentioned courts, where their character and rank are analogous to that of a circuit court of the United States-in other words, where they are what the law terms 'courts of general jurisdiction,' -they are presumed to have jurisdiction unless the contrary appears. No averment in the pleadings of the plaintiff is necessary in order to give jurisdiction. If the defendant objects to it, he must plead it specially, and, unless the fact on which he relies is found to be true by a jury, or admitted to be true by the plaintiff, the jurisdiction cannot be disputed in an appellate court. Now, it is not necessary to inquire whether in courts of that description a party who pleads over in bar, when a plea to the jurisdiction has been ruled against him, does or does not waive his plea; nor whether upon a judgment in his favor on the pleas in bar, and a writ of error brought by the plaintiff, the question upon the plea in abatement would be open for revision in the appellate court. Cases that may have been decided in such courts, or rules that may have been laid down by common-law pleaders, **can have no influence in the decision in this court.**

87. Because, under the constitution and laws of the United States, the rules which govern the pleadings in its courts, in questions of jurisdiction, stand on different principles and are regulated by different laws. This difference arises, as we have said, from the peculiar character of the government of the United States.

88. For although it is sovereign and supreme in its appropriate sphere of action, **yet it does not possess all the powers which usually belong to the sovereignty of a nation.** Certain specified powers, enumerated in the constitution, have been conferred upon it; and neither the Legislative, executive nor judicial departments of the government can lawfully exercise any authority beyond the limits marked out by the constitution.* And in regulating the judicial department, the cases in which the courts of the United States shall have jurisdiction are particularly and specifically enumerated and defined; **and they are not authorized to take cognizance of any case which does not come within the description therein specified.** Hence, when a plaintiff sues in a court of the United States, it is necessary that he should show, in his pleading, that the suit he brings is within the jurisdiction of the court, and that he is entitled to sue there. **[ie, private American is a national citizenship]** And if he omits to do this, and should, by any oversight of the circuit court, obtain a judgment in his favor, the judgment would be reversed in the appellate court for want of jurisdiction in the court below. The jurisdiction would not be presumed, as in the case of a common-law English or state court, unless the contrary appeared. But the record, when it comes before the appellate court, must show, affirmatively, that the inferior court had authority, under the constitution, to hear and determine the case." 1 Scott v. Sandford, supra.

    a. "This peculiar and limited jurisdiction has made it necessary, in these courts, to adopt different rules and principles of pleading, so far as jurisdiction is concerned, from those which regulate court of common law in England and in the different states of the Union which have adopted the common-law rules." [Exclusive Equity] "Union" - is the "de jure" reference.

b. **THE POWER OF THE JUDGE IN CHAMBERS UNDER EQUITABLE RULES OF CHANCERY**

   i. Equitable Remedies, Pomeroy §355 "It was decided that individual judges acting in chambers have all the powers and functions which were possessed and exercised by the chancellor in chambers."

   ii. Gibson §770: In general, the Chancellor's jurisdiction at Chambers now extends from the hearing of the simplest motions, such as to amend pleadings, to the supremest acts of adjudication, such as the rendition of final decrees and their enforcement by all necessary final process, as will be, hereinafter, more fully shown.

   iii. Pomeroy §296. Illustrations — The four foregoing principles may be justly regarded, I think, as the very foundations of the equitable jurisdiction of the United States courts. They give it whatever peculiar character it possesses growing out of the double organization of the national and state governments, and they clearly distinguish it from the jurisdiction possessed by any state tribunals. In the practical administration of their equitable powers, the national judiciary have constantly affirmed and steadily adhered **to the doctrine in its negative form**, **that the equitable jurisdiction does not exist, or will not be exercised, in any case or under any circumstances where there is an adequate, complete, and certain remedy at law, sufficient to meet all the demands of justice**. (i.e. Guardian / ward)

89. All Courts Run on "Waiver and Consent". If you do not change the rules, then you agree with the rules. For example, In Minnesota:

   a. **484.33 RULES OF PRACTICE.** The judges of the district court...may revise and amend such rules as they deem expedient, conformably to law, and the same shall take effect from and after the publication thereof. Such rules, as the same shall be so revised and amended from time to time, shall govern all the district courts of the state; but, **in furtherance of justice, they may be relaxed or modified in any case, or a party relieved from the effect thereof, on such terms as may be just**. **[this is the equity or changing the rules in your case]** Any other proper business pertaining to the judiciary may also be transacted.

   b. We use the 1912 Federal Equity Practice Rules. We don't cite them, we follow their principles.

   c. Package to Court may include but not limited to:

      i. Title Page [see sample in back]

      ii. Call to make "Appointment" with Clerk and Master in order make a "special filing by a Private American National Citizen of the United States to invoke the exclusive rules of equity jurisdiction" Letter to Clerk with Money Order "Cost Bond" or Forma Pauperis. Demand the case be sealed, on the "Register of Chancery", a Judge authorized to proceed by authority of Article III, Section 2, Subd. 1 of the Constitution for The United States of America.

      iii. Instructions to Clerk including but not limited to a) Seal the case, b) require Article III Judge, c) require a review determination while you wait, d) require to meet with Judge in private chambers to enter private proprietary evidence in support of cause, e) miscellaneous case file paid with dollar coins from US Mint from any bank, f) instructions to rule on the "Petition to Seal" before unsealing envelope with "Complaint" in Equity.

90. Table of Contents: [see sample letter in exhibits]
    a. Motion for Leave to enter into the original exclusive jurisdiction.
    b. Petition for Ex Parte and SEALED and Notice of Proprietary private confidential evidence in support of Plaintiff's petition to seal and special cause.
    c. Notice of Private & Proprietary Trust Materials subject to outcome of Petition to Permanently Seal.
    d. Notice of Rules of the Case: Gibson first 64 Sections 1) I hereby grant personal and subject matter jurisdiction to the Court for the purposes of adjudication under the rules of equity and its body of Maxims and Jurisprudence; 2) "...show cause why said rules and jurisprudence of equity cannot be abided by or be it resolved so it is written so let it be done." 3) 1912 Federal Equity Practice Rules by Hopkins are the exact rules we have used for Appellate to SCOTUS jurisdiction.
    e. Bill in Equity (authenticated) for Declaratory, Special, General, Injunctory Relief.
        i. B) Jurisdiction Statement – this is a suit that arises under the constitution of the United States, C) Prayers for Relief D) Prayers for Process E) Verification – two witnesses – no notary. USE ONLY MAXIMS as proof of your claim.
    f. Authenticated BC special deposit, signed by "heir cestui que" - in sealed envelope.
    g. Make Application for In Camera Evidentiary hearing for private, proprietary, privileged evidence.
    h. Three Blank Pages at end of bill.
    i. Pro Confesso after service; submitted to clerk for signature; submit signed Pro Confesso to Judge in chambers for Decree of Pro Confesso (Gibson §205).

91. Authenticated Bill to Enforce a Trust: (JOHNSON v. POWERS) "The bill is founded upon the jurisdiction in equity of the Circuit Court of the United States, independent of statutes or practice in any State, to administer, as between citizens of different States, any deceased person's assets within its jurisdiction."
    a. Caption: Jurisdiction Governed by Article III, §2, subdivision 1, of the Constitution of The United States of America. Register of Chancery. Proceeding governed by Maxims of Equity, and §1-64 Gibson "Suits in Chancery" 1907.
    b. Address, To the Honorable Chief Justice and to the "Clerk and Master" in the original and exclusive jurisdiction In Camera, private chambers, united states court of appeals for the federal circuit for the state of iowa;
        i. http://www.courtappointedmasters.org/sites/default/files/2013_benchbook.pdf "Bench Book" - 1.16 Appellate Master The United States Supreme Court and state Supreme Courts have **original jurisdiction** over **certain types of cases**—for example, election disputes, or boundary disputes between states. Because these cases are outside of the Supreme Court's **normal appellate function**, courts will often appoint a **Special Master** to secure and review an **initial evidentiary record**, manage discovery and motion practice **as would** a trial court, and recommend a final disposition.

c. Clause for Jurisdiction: "this is a suit that arises under the constitution of the United States." Bates §680 & §681 as footnotes in pleading. "**That this is a suit in equity arising under the constitution of the United States and that where the rights of the defendant are in jeopardy, and are those of a private citizen, and are of those classes which the constitution of the United States either confers or has taken under its protection and no adequate remedy for their enforcement is provided by the forms and proceedings purely legal, the same necessity invokes and justifies, in cases to which its remedies can be applied, that jurisdiction in equity vested by the constitution of the United States, and which cannot be affected by the legislation of the states.**"

d. There is a class of trusts, technical and continuous in their nature, which is within the exclusive jurisdiction of equity, and cannot be enforced or efficiently administered by any other tribunal. And there is another class, embracive of the instant case, within the concurrent jurisdiction of law and equity. The distinguishing characteristic would seem in the main to be the adequacy and efficiency of the legal remedy.

e. Pomeroy §218. Is the Occasion only of the Exclusive Jurisdiction. "There is, however, a radical difference between the operation of this inadequacy of legal remedies upon the concurrent equitable jurisdiction and upon the exclusive jurisdiction, although the direct results of the operation in both cases may be apparently the same; and it is the neglect to observe this distinction which has tended more than anything else to involve the whole subject in confusion. The exclusive equitable jurisdiction, or the power of the courts to adjudicate upon the subject-matters coming within that jurisdiction, exists independently of the adequacy or inadequacy of the legal remedies obtainable under the circumstances of any particular case."

f. The courts of law have no power, by their own judicial legislation, and without any statutory interference, to abolish, curtail, or modify the jurisdiction which has once been acquired by equity." (Pomeroy §182).

g. Background, Premises, Charging/interrogatory, Confederacy - what is at stake, what property, what titles are they holding, what privity, what primary rights, what relations, what is harmed, threatened, who's doing it, when, how, what admissions, records, confessions, conduct, unknown parties, etc.

h. Prayers for Declaratory Relief of the rights, duties, powers, privileges and immunities between the parties; General and Special Relief, with particularity, AND THAT YOUR ORATOR MAY HAVE SUCH FURTHER AND OTHER RELIEF IN THE PREMISES AS THE NATUE OF HIS CASE SHALL REQUIRE AND AS TO YOUR JUDGESHIP SHALL DEEM JUST.

i. Prayers for Extraordinary Process. Lots of Templates in Gibson! I.e., §13. WE HAVE BEEN SUCCESSFUL IN SIMPLY SERVING EXPRESS MAIL ON THE RESPONDENTS WITH EQUITY PROCESS.

j. **PUBLIC HEARINGS**: (send notice into Judge's chambers of your status and Notice of the Trust prior to hearing).

k. "My name is granted to the court for future return with my interest." (say two times) [Judge will say something like "I don't see the legal significance of that"] Your Response: "objection" - on the grounds the significance is not legal or at Law, but equitable in a court of equity where equitable rights are historically recognized; due to the nature of this proceeding the equitable rights are not cognizable here and therefore presents a conflict or variance of Law. The conflict is equitable rights and defenses are not cognizable at Law and the rights in my defense are purely equitable.

l. "do you disclaim the trust?"

m. **That this is an equitable cause in equity arising under the constitution of the United States and that where the rights of "NAME" are in jeopardy, and are those of a private citizen, and are of those classes which the constitution of the United States either confers or has taken under its protection and no adequate remedy for their enforcement is provided by the forms and proceedings purely legal, the same necessity invokes and justifies, in cases to which its remedies can be applied, that jurisdiction in equity vested by the constitution of the United States, and which cannot be affected by the legislation of the emergency provisional congress, the states nor the agencies subject to the law of the district of columbia.**

n. "Private trust is a special matter and due to exigent circumstances I am invoking a court of equity to protect the interests of a private trust that cannot be seen by this court at-law.; when there is a conflict between the rules of Law and the rules of equity over the same subject matter then the rules of equity shall prevail."

o. "Judge, these proceedings damaging rights to possession, title and interest in a private trust that only inherent equity has the sole exclusive jurisdiction to recognize - this is not a court of special equity and it does not have jurisdiction of non-statutory trust here today."

p. "I know who the parties of the trust are and it's not anyone this court can see."

q. "Does this court have authority over private trust?" "The real party of interest is not here today, who is the trustee who holds an original "Certificate of special deposit" on behalf of a private trust that these proceedings are damaging."

r. "Does the court disclaim the trust? Does the Plaintiff?" "Let the record show that both the Court and the Plaintiff admits the trust."

s. "For and on the record, this court lacks authority over trust, and these proceedings are damaging rights on the private not cognizable here today."

t. "As the record shows: There is a private trust in which an individual not cognizable by this court has rights to property, title and other interests. These proceedings threaten to irreparably damage the rights of a beneficial interest holder in the private."

u. "Due to these exigent circumstances the defendant is motioning for a dismissal of this at-law proceeding and transfer into a court of special equity where a private beneficial interest holder's rights can be seen. Defense requires in chambers conference to present Private Special Confidential Proprietary information for the court's consideration." [objection: "the court cannot compel the defense to publish private special confidential proprietary documents."]

v. "For the record I did not violate the soul, intent and spirit of the law, nobody was injured and no property is damaged."

w. "show cause why this matter cannot be handled privately" "I demand again that you show cause why this matter cannot be handled privately……then for and on the record BE IT RESOLVED the parties mutually agree, accept, admit, confess that this shall be handled privately."

This Ends Our Two Day Instructional Journey Together. May The Lord "I Am" Bless You In Your Journey On A Less Traveled Path Called "Equity."

Lord bless you on your righteous path of equity and good consious.

BINGO! §962 Gibson: Suretyship, Subrogation & Substitution, Exoneration.

BINGO! §962 Gibson: Suretyship, Subrogation & Substitution, Exoneration.
§962. Suits for Exoneration of Sureties: Entire **good faith** is required between **debtor** and **creditor** and **sureties**. And if a creditor does any act affecting the surety, or if he omits to do any act of duty which **he is required to do by the surety**, or otherwise **bound to do,** and that act or omission may **prove injurious to the surety**; or if a creditor enters into any stipulations with the debtor, unknown to the surety, and inconsistent with the terms of the original contract, the surety may set up such act, omission or **stipulation**, as a defence to any suit brought against him, in a **Court of law or Equity**. So that if a creditor stipulates with his debtor, in a binding manner, upon a sufficient consideration, to give further time for payment, without the consent of the surety, the latter [surety] will be thereby discharged, if the arrangement might be injurious to him. Mere delay on the part of the creditor, at least if some other Equity does not intervene, unaccompanied [in the negative] with any valid contract for such delay, will not [in the negative] amount to laches,[no how much time passes without lawsuit you are still the surety] so as to discharge the surety; **for the creditor is under no obligation to press the principal for payment.** However, ***sureties are not obliged to wait for their principal to bring suit, but are entitled to come into a Court of Equity, after a debt has become due, and compel the debtor to exonerate them from their liability by paying the debt***.[due process to treasurer of birth county?] If a surety requests the creditor to sue forthwith, stating that he will consider himself no longer bound as surety if the creditor fails to do so, he will be discharged by the creditor's failure so to sue, if his principal was solvent when the notice was given, but becomes insolvent after the expiration of the time probably required to prosecute the suit to judgment if it had been promptly instituted as requested.

Elements to exonerate
§963. Frame and Form of Bill for Exoneration of Sureties.—The bill must allege
(1) the fact of suretyship and how arising, [i signed the paperwork, i am not the debtor - name holder]
(2) the solvency of the principal debtor when the right of action on the obligation accrued, [it is unknown if the BC is insolvent]
(3) that, after such right accrued and while the principal was solvent, complainant notified the creditor to bring suit at once on said obligation or he, the complainant, would stand as surety no longer, [do equity - give notice to creditor to demand he bring suit or i will no longer stand as surety]
(4) that after such notice the creditor failed to sue in a reasonable time,[SOI of the Notice and failure]

(5) that in the interim between such notice and the bringing of suit by said creditor, against complainant on said obligation the principal debtor became insolvent, and [it is unknown if the BC is insolvent]
(6) should pray that said creditor suit be enjoined and complainant discharged from liability on said obligation.

SUITS FOR SUBROGATION.
§964. Suits for Subrogation and Substitution: **Subrogation is the substitution of one person in place of a creditor**, [!!!] whose debt he has paid **under compulsion** not being liable primarily therefor, and to whose **rights as to the collection of that debt he, thereupon, succeeds**. [that's the merger!!!] So, whenever a surety, or other person secondarily liable, discharges a debt, he [the surety] is entitled to the benefit of all collaterals or liens which the creditor held as security [that's the merger of the liens!!!]; and the person **secondarily liable is entitled to be subrogated to the rights of the creditor** against the person primarily liable. In such cases, **Equity regards the payment by the surety**, or other person secondarily liable, **as equivalent to a purchase of the creditor's rights, equities and collaterals as against the debtor primarily liable**; and the **Court will treat such payor as an assignee of the creditor, to that extent**. So, **a creditor is entitled to the benefit of any indemnity [see §685]**, or **collateral security, given by the debtor to his surety**. Where, in any case, one not primarily liable pays a debt, or discharges an encumbrance or lien, being under **legal compulsion so to do**, he will in Equity be substituted to all of the creditor's rights against the person primarily liable.

[Notice how he never says that the Surety "must" sue the debtor - it's never ever put that way; rather, it's saying that you take over for the Creditor, and that's that - it's "merger" and "extinguishment of the debt, lien, encumbrance, poof, gone!]

The following are the most usual cases of substitution and subrogation:
1. "Where a surety discharges the debt or obligation of his principal. [every payment you ever made in life was as the Surety, not the Principal Debtor- let that sink in}
2. "Where a co-surety pays a judgment that is a lien on the other surety's land.
3. "Where anyone not primarily liable pays the debt or discharges the obligation of the one primarily liable. [we've been paying the debts of the ALL CAP since 15 days after our birth - time to subrogate or exonerate, and seek restitution!!!]
4. "Where a purchaser, for his own protection, discharges an incumbrance on the purchased property. [Due to threat they take your house, car, money, children, liberty, turn off your lights, turn off your cellphone, etc - you pay the debt for the Principal debtor]
5. "Where a junior encumbrancer for like reason pays off a prior encumbrance. [merger and extinguishment].
6. "Where a person advances money to discharge an incumbrance on an agreement that he should succeed to the rights of the encumbrancer.
7. "Where a devisee, **heir**, or legatee satisfies a debt against the **estate** for which others are equally liable. [this is us....the debtor is a "decedent's legal estate, we are the heir, and we are paying the decedent's debts all this time - the STATE is the estate's administration.]
8. "Where any person, for his own protection, or the protection of some interest he represents, pays a debt for which another is primarily liable. [that's compulsion - whether

you signed or not - you are dragged into this suretyship because otherwise they will take your property, money, cut off your lights, etc]
9. "When an insurance company pays in full a loss, it thereby becomes subrogated to the rights of the insured against the party causing the loss, and against other insurers. [2016 SCOTUS - “Montanile” case already looked at.]

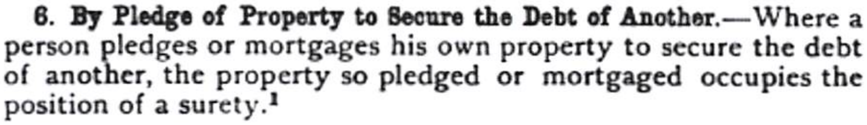
§965. Form of Bill for Subrogation and Substitution.
more elements from web -
1) the plaintiff-surety conferred a benefit upon a defendant-creditor by paying the debtor’s debt;
2) the defendant had knowledge of such benefit - from notice;
and under circumstances where it would be unjust for him to retain the benefit without payment (paying back the surety.).
See more at:
http://subrogation.uslegal.com/subrogation-and-liens/#sthash.Mgvad8pu.dpuf

Exonerated:
1) Demand to the Principal to pay the debt or you will be discharged.
2) Request to creditor to sue the BC or you will no longer be bound

NO. 5 says "when the BC is shown to be insolvent then the surety is discharged
Example, I, the surety, under legal compulsion to do so, hereby having made all the payments for and on behalf of the principal debtor since the beginning do notice all parties that i am subrogated to the rights of the creditor in this (all) transactions.

Example, I, the surety in this matter, for my own protection , do hereby make the payment to protect my private person property as the Surety to the Principal Debtor; and furthermore, give notice that I as Surety am the subgrogee and that you, the Bank, Creditor are the subrogor. You hare hereby noticed of my sole exclusive act to subrogate you to my rights as the surety.

§683 Gibson - for by the original bill, where facts which have since occurred may require it. Thus, if a surety, while seeking indemnity against his principal, has the debt to pay, he must by **supplemental bill bring this fact before the Court**.



6. By Pledge of Property to Secure the Debt of Another.—Where a person pledges or mortgages his own property to secure the debt of another, the property so pledged or mortgaged occupies the position of a surety.[1]

Notice of Acknowledgement, Receipt, and Acceptance

To: Postmaster General, c/o Post-Office Department,
c/o The United States Postal Service
c/o "United States"
c/o The United States of America circa 1791.
} Administrators as implied grantors, hereinafter "Grantors"

From: **Doe, John Henry**, grantee, private citizen of the United States privately and specially residing and domiciling outside a "Federal Zone" within a non-military occupied private estate not subject to the jurisdiction of the "United States."

Re: June 24, 2010 USPS Registered Mail Account Number **RR 111 222 333 US**, hereinafter "ACCOUNT," signed by grantee.

LET IT BE KNOWN BY ALL MEN AND PERSONS WORLDWIDE BY THESE WORDS, *I*, the undersigned, **Doe**, **John Henry** grantee herein, a private American Citizen of the union of States of America, by my freewill act and Deed, execute this Deed of my acknowledgment, receipt and acceptance *ab initio* for private lawful consideration of one stamp of three cents lawful currency of post office of The United States of America canceled/signed by grantee, and other sufficient valuable lawful consideration tendered by grantee, on **February 24, 2010** for absolute estate in/for above referenced ACCOUNT and All attachments and transmutations therefrom pursuant to Maxims of Equity: "*Equity will not aid a volunteer; Equity will not perfect an imperfect gift; Where there are equal equities priority prevails; where there are equal equities the law shall prevail.*"

Performed under *my* hand and seal freewill act, volition and Deed:

============================

Private Witness. Without Prejudice.

==

Doe, John Henry, grantee.

Private citizen of The United States of America. Privately residing/domiciling outside a "Federal Zone" within a non-military occupied private estate within a union member state. Mail In Care Of: general-post Office Box 111111, City of Maple. State of Idaho. Postal Code [333444]. The United States of America.

The Declaration of Independence at Large 4 July 1776
The United States of America at Large 15 December 1791
Minnesota state at Large 11 May 1858
Ramsey county at Large 11 May 1858
} Scribes and Affirms

Notary Acknowledgment

This instrument was acknowledged before me on ________________ by ________________________________. [stamp]

Notary Public – signature: ________________________________
My commission expires: __________________

Drafted By: Doe, John of the U.S.A.

Notice of Interest

–An Established Right of a Purely Equitable Nature –

This Is Actual & Constructive Special Notice by the grantee—a private American National Citizen of the United States—for sufficient private lawful and valuable consideration of non-negotiable asset title number(s) "**RR111222333US-*01.001***" thru "**RR111222333US-*99.999***" along with all their unique assigned sub-record special deposit title(s), now coming as the grantor/settlor "Grantor," assigning each said title to, but not limited to, the sum of all their attachments, issues, interest, assets, rents, derivatives and proceeds therefrom are fully claimed, titled, assigned, withdrawn from general deposit/general public relations, and the records are being held in the private. It is Grantor's manifest intent, purpose, freewill act and deed to execute this special notice of interest and deed of withdrawal from general deposit Grantor's special interests per Grantor's private indentured instructions, if any. If there is any information regarding this that needs to be gleaned, please contact the grantor at the address: private American Citizen John, c/o post office box 222333, City of Maple, Idaho, Postal Code 77665.

Signed, sealed, acknowledged and specially deposited:

Doe, John Henry, *grantee, grantor/settlor.* Private American Citizen of the union of **states of America.**

(grantor's optional use handwritten here)

Bill in Equity # ______________________ **assigned to:** ______________________

Optional Notes:

The Declaration of Independence at Large 4 July 1776
The United States of America at Large 15 December 1791
Minnesota state at Large 11 May 1858
Ramsey county at Large 11 May 1858
} Scribes and Affirms

Notary Acknowledgment

This instrument was acknowledged before me on ________________ by ______________________________. [stamp]

Notary Public – signature: ______________________________
My commission expires: ________________

Drafted By: Doe, John of the U.S.A.

Notice of Delivery

-Statement of Interest-

This Is Actual & Constructive Special Notice by the grantee—a private American Citizen of the United States of America—for sufficient private lawful and valuable consideration of the non-negotiable asset title number(s) "**RR111222333US-*01.001***" thru "**RR111222333US-*99.999***" that are assigned, along with, if any, their unique special deposit titles, and the sum of all their attachments, interest, issues, rents, assets, derivatives and proceeds therefrom, now coming as the grantor/settlor "Grantor," hereby give notice of actual and/or constructive delivery of same title(s) and intends it to be treated as on special deposit(s)in trust for special purpose. The delivery records are being held in the private. It is Grantor's manifest intent, special purpose, freewill act and deed to execute this special notice of lawful actual and/or constructive delivery of the special deposit(s) per Grantor's special indentured instructions, if any. If there is any information regarding this that needs to be gleaned, please contact the Grantor/Settlor at the address: private American National Citizen John, c/o post office box 222333, City of Maple. Idaho [Postal Code 77665]. Grantor expressly reserves all rights and liberties.

Signed, sealed, acknowledged and specially deposited,

==

Doe, John Henry, *grantee, grantor/settlor.* Private American Citizen of the union of **states of America.**

(reserved for grantor's optional use handwritten here)

Bill in Equity # ================================ **assigned to:** ===================================

Optional Notes:

The Declaration of Independence at Large 4 July 1776
The United States of America at Large 15 December 1791
Minnesota state at Large 11 May 1858
Ramsey county at Large 11 May 1858

Scribes and Affirms

Notary Acknowledgment

This instrument was acknowledged before me on ________________ by ________________________________. [stamp]

Notary Public – signature: ________________________________
My commission expires: __________________

Drafted By: Doe, John of the U.S.A.

Special Notice of Deed of Conveyance

-Notice of Issuance of Certificate of Legal Title-

This Is Actual & Constructive Special Notice by the grantee—a private American Citizen of the United States of America—for sufficient private lawful and valuable consideration of non-negotiable equitable asset title number(s) "**RR111222333US-*01.001***" thru "**RR111222333US-*99.999***" along with their unique special deposits, if any, for each said title and their attachments and proceeds therefrom, now coming as the grantor/settlor "Grantor" hereby notice that said same legal title of said number is hereby fully granted, conveyed, and delivered to trustee(s) or grantee(s). The record(s) are being held in the private. It is Grantor's intent, purpose, freewill act and deed to execute this special notice of lawful actual and/or constructive grant and conveyance of the special deposit(s) and/or special interests per Grantor's special indentured instructions.

If there is any information regarding this that needs to be gleaned, please contact the grantor at the address: private American Citizen John, c/o post office box 222333, City of Maple, Idaho, Postal Code 77665, without prejudice. Grantor expressly reserves all rights and liberties.

Signed, sealed, acknowledged and specially deposited,

==

Doe, John Henry, *grantee, grantor/settlor.* Private American
Citizen of the union of **states of America.**

(*reserved for grantor's optional use handwritten here)*

Bill in Equity # ============================== **assigned to:** ==============================

Optional Notes:

The Declaration of Independence at Large 4 July 1776
The United States of America at Large 15 December 1791
Minnesota state at Large 11 May 1858
Ramsey county at Large 11 May 1858
} Scribes and Affirms

Notary Acknowledgment

This instrument was acknowledged before me on ________________ by ________________________________. [stamp]

Notary Public – signature: ________________________________
My commission expires: ________________

Drafted By: Doe, John of the U.S.A.

*lodged & sealed with the Clerk and appellate master *

original and exclusive jurisdiction of the court
of appeals Equity for the STATE OF united states for the federal
circuit
article iii, section 2, subd. 1
of the written constitution for the united
states of america

SAMPLE COVER LETTER TO SPECIAL CLERK AND MASTER

The Honorable Clerk and Master
united states court of appeals for the federal circuit
city, state
united states of america

dear clerk,

the suit included herewith is a special cause relating to evidence and documents of a private proprietary and confidential nature. we request the following special requirements by this honorable court be met in order to protect and preserve the ends of justice and the rights and interests of the parties to this suit:

1. grant suitor leave of the court to enter into the exclusive original jurisdiction of equity
2. seal the cause on the register in chancery
3. ~~comment~~ Commence suit and proceed under seal, ex parte
4. assign judge under authority of article III, §2, subd. 1 of this constitution for the state of IOWA united states of America
5. schedule evidentiary hearing with judge in private chambers to enter private, proprietary evidence in support of the suit.
6. that the honorable court grant an immediate review determination
7. issue process in the form of this court's subpoena

the suit to be specially deposited on the record are included herewith as follows: 1) motion for leave of the court to enter into the original exclusive jurisdiction of this court and petition to seal, ex parte 2) notice of ~~conflict and variance,~~ original bill, 4) affidavit in support of bill, 5) table of authorities 6) notice of the law of the trust 8) notice of the law of the suit.

please contact me if i may be of any help to you or your staff. your prompt attention in this matter is greatly appreciated and i thank you in advance for your service in this cause.

yours truly,

doe, john henry
Suitor
c/o address
united states of america.

special cause [handwritten] rest is typed

court of appeals of the united states for the federal circuit

i.

complainant: under seal
county: maple
county where cause arose: maple

defendant: the john henry doe estate, et al.
under seal
county: maple

ii.

exclusive equity jurisdiction under article iii §2 subdivision 1 of this wrttien constitution for the united states of america.

iii.

complainant is a private citizen of the united states, american national, privately residing within the union member state of iowa, within a non-military occupied private estate and outside a "federal district" and not subject to the jurisdiction of the "united states".

iv

appeal to chief justice of the united states for the federal circuit for private evidentiary hearing in chambers

v.

nature of suit is extraordinary, special, exigent and private restricted, confidential, proprietary and privileged, **not for publication**.

vi.

this special cause is miscellaneous filing on the register in chancery pursuant to this constitution for the united states of america, article iii §2 subdivision 1 to enforce a private express trust; judiciary act 1789 §11, §16, §20, first congress session one.

vii.

class action: no
dollar demand: no
jury demand: no

viii.

this cause is not related to any other action at law.

circuit court of the United States

original jurisdiction in care of the court of appeals

"district court of the United stStates

FOR THE EIGHTH CIRCUIT

In re: JOHN HENRY DOE of Iowa, et al.

***SEALED**

v.

***SEALED**

Lodged SEALED

Notice of Laws of the Suit as a Special Cause

In Equity.
No. xxxxxx

NOTICE OF LAWS OF THE CASE

¶ 1. NOW COMING:

STATEMENT OF THE CAUSE

STATEMENT OF CITIZENSHIP AND JURISDICTION

ALL SUBSTANTIVE REQUIREMENTS FOR AID OF THE COURT HAVE BEEN SATISFIED

¶ 2.

CONCLUSION

Affidavit in Support of XXXXX.

Certificate of Service

ANNEXES X-XXX

Letter/NOTICE

Claimant:
Doe, John Henry
Private American National Citizen of The United States of America
In Care of: post office box 111444.
Mapletown, Iowa.

Intended Respondent:
John Pepperman
Occupant of the Office of Chief Financial Officer.
In care of: Agent located at Big Bad Bank.
90 South 7th Street, Minneapolis, Minn. 55402

Service by and Respond to:
Jane White, Notary Public
℅ post office box 6666
CITY, Minnesota
Postal Code 55555

RE: Account No. 22334455, JOHN H. DOE, hereinafter "Account,"

NOTICE OF PRIORITY INTEREST.
PRIVATE TRUST EXPRESSION.
NOTICE OF APPOINTMENT.
NOTICE OF SPECIAL DEPOSIT OF ORIGINAL PRIVATE TITLE DEEDS.
NOTICE OF PRIVATE LAWFUL CONSIDERATION BY PRIVATE AMERICAN NATIONAL CITIZEN OF THE UNITED STATES OF AMERICA.

Greetings Mr. Pepperman:

Now coming as the only real party in interest, third party intervener, John of the family Doe, hereinafter "Beneficiary," privately dwells at all times relevant within the union member state of minnesota within a non-military occupied private estate outside a "Federal Zone" not subject to the jurisdiction of the "United States," and, Beneficiary is, by virtue of his constitutionally protected status of being a Private National Citizen of The United States of America as Amended 1791, is not subject to the present provisional "emergency" War Powers martial due process of the United States and the martial due process of the several states by a congressionally-amended, World War I statute ("Trading With the Enemy Act") called "The Emergency Banking Relief Act" (your 12 U.S.C. 95a and 50 U.S.C. App. 5(b)) both events transpiring on March 9, 1933.[1] Beneficiary, a private citizen of the United States, is the true owner under the rules of equity of said Account taken without prior notice of superior, equal or prior adverse interest—legal or equitable—and without consent and without civilian due process of law. Beneficiary notices you of his priority interest in Account and is in receipt of the enclosed Notice by which it is my duty to inquire and to protect nature rights in relation to said Account. Beneficiary notices that a private equitable title **RR111222333US-15** is assigned to said Account, and all its information, derivations, proceeds, interest and assets, as noticed in Puffer County Office of the Recorder Abstract system a copy of which is provided attached herewith.

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[1] Notice Duly recorded in Lamar County, Georgia Superior Court 10-26-14 FILED 12:30 pm, BPA Book 38 pages 141-182, herein incorporated by reference and made apart hereof.

As you know trust law is ubiquitous throughout our great Nation's history and runs at all times, especially in banking law. I am very informed on how to enforce this trust, sealed and Ex Parte under a special proceeding in Federal Court if necessary, however I shall presume that any reasonable lawful organization shall wish to govern itself accordingly and expect the highest attention to the matter specially enumerated herein, and must alert you to the possibility that a breach of trust is a very serious matter for all real parties of interest, primarily that Beneficiary does not at any time consent to any release of any records of Account without civilian due process of law and constitutes a breach of private express trust established herein.

Notice of Appointment. ***i***, with the inherent power of appointment do hereby appoint John Pepperman, Occupant of the Office of Chief Financial Officer of Big Bad Bank as a private express trustee of said Accounts' ledger, information, proceeds, interest and assets, and deposit with his Agent of said Office. You have twenty (20) days to disclaim the trust herein or the trust shall be confessed, admitted, accepted. The intent and purpose of the trust is to protect it from third parties not party to the trust, and return all trust *res* to the Beneficiary. The Trust shall be titled "**RR111222333US-15 Trust**".

Sincerely,

Annex A to the letter

Notice of Acknowledgement and Acceptance For Consideration

To: John Pepperman
Big Bad Bank
address

Administrators as implied grantors

hereinafter "Grantors"

From: ***Doe, john henry***, grantee herein, private American Citizen of the United States privately and specially residing and domiciling within the state of Minnesota, maple county, outside a "Federal Zone" within a non-military occupied private estate, not subject to the jurisdiction of the "United States", heir/cestui que of "JOHN HENRY DOE", a registered organization of the State of Minnesota.

RE: Bank Account # 22334455 by JOHN PEPPERMAN, BIG BAD BANK

hereafter "ACCOUNT";

PRIVATE – SPECIAL – CONFIDENTIAL – RESTRICTED – PROPRIETARY – PRIVILEDGED - PRIORITY

I, the undersigned, ***Doe, john henry***, grantee herein, a private American Citizen of The United States of America, by my freewill act, volition and Deed, execute this Deed of my acknowledgment and acceptance without consideration for absolute estate in/for above referenced ACCOUNT and All attachments and assets therefrom. Deed is governed by Maxims of Equity: "*Equity will not aid a volunteer; Equity will not perfect an imperfect gift; Equity regards as done that which ought to have been done; the First in Order of Time shall Prevail; Where there is equal equity the law must prevail.*" This Deed bars any would-be bona fide purchasers for value without notice under the rules of Equity.

Now coming as Grantee, with now absolute estate in said ACCOUNT, retitles ACCOUNT **RR1112222333US-15** as private new title.

Performed under *my* hand and seal freewill act, volition and Deed:

===================================

Private Witness.
Private Citizen of the United States.

===================================

Private Witness.
Private Citizen of the United States.

=====================================

Doe, john henry, grantee
Private citizen of The United States of America privately residing/domiciling outside a "Federal Zone' within a non-military occupied private estate not subject to the jurisdiction of the "United States."
Without Prejudice Expressly Reserving All Liberties/All Rights. Without recourse.

also see page 99 & 100

Note - [redacted] for another alternative consideration certificate.

Silver Certificate

=====================================
J 4 1 1 4 3 0 8 4 B
=====================================

FOR AND IN CONSIDERATION OF ONE ($1.00) PRIVATE DOLLAR LAWFUL CURRENCY OF THE UNITED STATES OF AMERICA [ACCOUNT# 22334455], ONE DOLLAR COIN OF THE U.S. MINT, ONE DOLLAR CANCELED POST OFFICE STAMP, TENDERED BY AND RETURNED TO DOE, JOHN HENRY.

DATE OF MARK AND IMPRESSION:

===

GRANTEE.

Doe, john henry.
Private American Citizen of The United States of America, privately Residing within a non-military occupied private estate, outside a "Federal District" not subject to the jurisdiction of the "United States". Agent without recourse to JOHN HENRY DOE of Minnesota.

We hold equitable title and
convey legal

Annex B: Actual Notice of Deed of Conveyance Of Special Deposit

To: JOHN PEPPERMAN,
BIG BAD BANK,
THE UNITED STATES OF AMERICA,
All others similarly situated as aforementioned

To create
a trust

Trustee/Principal
Hereinafter "Trustees"

From: ***Doe, john henry***, grantee now coming as grantor/settlor, private citizen of the United States privately residing and domiciling within the state of Minnesota, maple county, within a non-military occupied private estate not subject to the jurisdiction of the "United States."

Re: **Special deposit RR1112222333US-15.014.**

PRIVATE – SPECIAL – CONFIDENTIAL – RESTRICTED – PROPRIETARY – PRIVILEDGED

Whereas *I*, the undersigned, ***Doe, john henry***, a private American Citizen of The United States of America, residing outside a "Federal Zone" within a non-military occupied private estate not subject to the jurisdiction of the "United States", am grantee of said identifiable property, and do privately re-titled same to be **RR1112222333US-15**, now coming as the grantor/settlor of same said special deposit trust property:

Be It Your Duty To Take Notice and Acknowledgement of the Trustees referenced above that on this __ day of ___________ 2016 that, *I*, now coming with express intent and purpose hereby and herein by my own freewill act and Deed do hereby:

A. Grant, convey, assign and deliver via USPS Registered Mail No. RE 111 222 333 US original executed Certificate of Title of Special Deposit **RR1112222333US-15** to trustee **JOHN PEPPERMAN, BIG BAD BANK** said original executed title **RR1112222333US-15** along with any special deposits attached therewith governed under the established special private trust relations of "**RR1112222333US-15 Trust**";

B. Accept Trustee's constitutional oath to perform lawfully in good faith to the beneficiary;

C. Grant, bestow and authorize broad powers, indemnity, liberty and authority governed under Maxims of Equity to said Trustee for the good faith execution and performance of settlor's private lawful intent and purpose of prevention of any abandoned funds, debt extinguishment, settlement and closure, release of collateral, private enjoyment, use in possession, and benefit involving above identified private trust property for the named beneficiary "JOHN H DOE," private beneficial property of private American Citizen of the United States of America;

D. Account is established within the jurisdiction of one of the union member states; and, Account is excluded from the applicability of the "Emergency Banking Relief Act amended "Trading with the Enemy Act" of 1933.

Done under *my* hand and seal with intent, special purpose, freewill act and Deed:

================================

Private Witness.

==

Doe, john henry, grantor/settlor
Private American Citizen of The United States of America.

Annex C

Certificate of Title of Special Deposit RR1112222333US-15.014

To All to Whom These Presents Shall Come, Greetings:

i, ***Doe, john henry***, in my unrepresentative and non-representative *in esse sui juris* capacity as private American Citizen of The United States of America, hereby certify that on the _______ of __________ Two Thousand Sixteen year of our Lord from within the State of Minnesota, Maple county, outside a "Federal Zone" within a non-military occupied private estate, that *I*, the grantor/settlor, with intent and purpose, hereby deliver/convey/transfer legal title of all right title and interest of equitable asset title **RR1112222333US-15** along with all of its special deposits as *I* do assign, if any, attachments, derivations, **RR1112222333US-15.001** thru and including **RR1112222333US-15.999**, and did perform the Deed of delivery via USPS Registered Mail No. RE 637 332 556 US as evidenced by this original Certificate in trust and care of the, to have and to hold, appointee/trustee JOHN PEPPERMAN successors and assigns, and it shall be binding upon trustee by its acceptance by the said trustee in the absence of a valid disclaimer. This legal title supersedes all previously issued legal titles of same by ***Doe, john henry***.

I hereunto set my hand and Seal this __ Day of __________ 2016 of the Year of our Lord.

Doe, john henry, grantor/settlor.
Private citizen of The United States of America.

Private Witness 1

Private Witness 2

Annex C

From:

Doe, john henry
Private Citizen of The United States
Private Resident within Minnesota, outside a "Federal Zone" within a non-military occupied private estate not subject to the jurisdiction of the "United States."

TO:

John Pepperman, Big Bad Bank

The United States of America
Article III, §2, subdivision 1, of The Constitution of The United States of America
Maxim "Equity Follows The Law"

RR111222333US-15 Trust

NOTICE OF APPOINTMENT

Private, Special, Privileged, Proprietary, Restricted, Confidential, Priority.

Excluding the Public and Press
Special Term

Court as of Record

RE: CERTIFICATE OF APPOINTMENT OF AGENT John Pepperman DBA BIG BAD BANK.

Order and Demand

You are directed and ordered hereby to settle all outstanding bank account matters in relation to Account in good faith for the beneficiary "JOHN HENRY DOE" by order of private American National Citizen of the United States of America, ***Doe, john henry***.

Govern yourself accordingly,

John.

Annex C
CERTIFICATE OF APPOINTMENT OF JOHN PEPPERMAN
RR111222333US-15 Trust

I, ***Doe, john henry***, a private citizen privately residing and privately domiciling at all times relevant in the union member state of Minnesota within a non-military occupied private estate not subject to the jurisdiction of the "United States" by my inherit natural power of appointment as said private citizen of the United States, do hereby appoint JOHN PEPPERMAN as appointee/trustee/executory fiduciary with intent and purpose of settling all outstanding public bank and property matters for his private property "JOHN HENRY DOE."

This appointment is effective immediately and expires upon settlement and closure of all accounting matters regarding "JOHN HENRY DOE."

===
Doe, john henry grantor/settlor.
Private American Citizen of The United States of America.

Private Witness 1

Private Witness 2

circuit court of the United States

original exclusive jurisdiction in care of the court

at the chambers of the Honorable Chief Justice of the circuit court of the United States.

***sealed,**

suitor

against

***sealed,** *et al*

respondents

lodged and sealed

Notice of the Laws of the Suit as a **Special Cause**

No.______________

To the Honorable Chief Justice at his private chambers and to the Special Clerk and Master

To all to whom these presents shall come greetings:

your orator, the suitor, seeks equitable relief in the nature of exoneration from suretyship and declared to be the sole exclusive heir and beneficiary to the same subject matter.

your orator states the following for the Honorable Circuit Justice and Clerk and Master at chambers in support:

Parties

the suitor and "your orator" Doe, John Henry, is a private citizen of the United States and private member of the Union member state of Minnesota who privately resides within a non-military occupied private estate, outside a "Federal Zone" at Harris county, Minnesota who's mailing location is xxxxxx, xxxxxxx, Minnesota.

the respondent Nancy Atlas is a United States District Judge (hereafter "Judge") at the district of Minnesota for the United States and the Administrators of the State of New Jersey in connection with said Estate.

the respondent JOHN HENRY DOE a registered organization of XXXXXX county State of New Jersey is a decedent's legal estate ("Estate") whose principal office is located at XXXXX in care of the Chief Executive Officer, XXXXX street, city, state spelled out.

Premises

your orator has mistakenly, and without being fully availed and acknowledged of his equitable defenses, been imputed serious liability for said New Jersey registered organization decedent's legal estate person who putatively is now tried, convicted and sentenced on June 24, 2016 in the proceeding styled as "United States District Court for the Southern District of Minnesota" docket number 4:14-CR-111. Said Legal Proceeding is without the private fundamental civilian due process protections of the written constitution A.D. 1789 under the rules of Chancery due and owing to your orator by way of his private citizenship and equitable rights to same said Estate as the sole exclusive heir by maxims "only God can create an heir" and "equity regards the beneficiary as the true owner".

Your orator is without an administrator, without a personal representative, without an executor, and without a trustee to defend his equitable rights, titles, and interest in same said Estate and guard against the fundamental due process protections secured and protected by his privity to the written constitution as an heir to the Posterity for which it is intended by its makers and framers as an equitable mortgage/compact.

Statement of the Cause

the primary subject matter issue of your orator's special cause is for the relief against all liability of the Estate as the surety or secondarily liable imposed upon him in all legal proceedings in general of a military character, and in a particular "State" legal proceeding styled as "IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA" docket number 4:14-CR-111 ("Legal Proceeding"). that due the conflict that arises under the written constitution, equitable principles and the inherited law and equitable doctrines such as matters of exoneration and other equitable defenses from said proceedings legal in their nature governing a private citizen whose protections and secured private civilian due process protections are firmly established under Article III, Sect 2 of said written constitution your orator's protections are not cognizable at law or the legal nature legislative proceedings in the State court.

Statement of Jurisdiction

That this is a suit in equity arising under the constitution of the United States and that where the rights of the defendant are in jeopardy, and are those of a private citizen, and are of those classes which the constitution of the United States either confers or has taken under its protection and no adequate remedy for their enforcement is provided by the forms and proceedings purely legal, the same necessity invokes and justifies, in cases to which its remedies can be applied, that jurisdiction in equity vested by the constitution of the United States, and which cannot be affected by the legislation of the emergency provisional congress, the states nor the agencies subject to the law of the district of columbia. This court has limited jurisdiction and your orator does hereby grant all in personam and subject matter jurisdiction to this court.

Notice of the conflict and variance of law

your orator elects to apply for equitable relief and notices that it established principle that when there's a conflict between the rules of law and the rules of equity over the same subject matter that the rules of equity shall prevail. Further, your orator states that no adequate or sufficient or speedy remedy at law can provide complete justice and where the remedies sought are of a purely equitable nature. your orator attaches therefore a "Table of Authorities" that are based upon the long standing and well established inherent principles and equity jurisprudence the maxims in support of your orator's special cause attached herewith by reference and attached hereto in Annex A. Further your orator does notice that this cause is in accordance with the soul, intent and spirit of the rules of the supreme court of the United States number 48 "former rules" and that the Respondents are believed to be governed exclusively in accordance with the intent of Rule 47 of same.

Statement of Cause

your orator, surety with his original claim against respondent(s) seeking equitable relief from the burden caused by (i) trespass upon civilian due process of your orators secured fundamental protections of civilian due process (ii) exoneration of all liability and obligations imputed to your orator either by way of operation of law, mistake, error or accident, under threat and duress, or fraudulent concealment by Respondents (iii) subrogation of rights, title and interest of the United States of America (hereafter "Creditor") against your orator with respect to an irrevocable obligation arising from a quasi trust relationship conducted by said State military Legal Proceeding.

Your orator states that due to exigent circumstances he is without sufficient relief and without justice owed and due to him by virtue of his private citizenship and that he is the sole exclusive heir to the Estate and that without complete justice administered by this Honorable court that your orator may be subject to unjust and irreparable harm and loss to rights and property.

Prayers for Special and General Relief

Wherefore the foregoing, your orator therefor prays that this honorable court grant claimant's special request for further and immediate consideration by his Excellency Chief Justice at Chambers and Special Clerk and Master:

a. decree protection of all rights to subrogation of the equitable surety involving the subject matter obligation/debt;
b. exoneration from liability as secondarily liable to the Estate;

c. acknowledgement of your orator's rights as sole exclusive heir to the same subject matter Estate;
d. stay of said Legal Proceedings as part of the exclusive discretionary powers and authorities at Justice Chambers including the stay of said proceedings by way of "writ of habeas corpus"';
e. a special evidentiary hearing with the special clerk and master to present private proprietary confidential evidence in support (proposed Order attached herewith);
f. an order to seal said Suit to exclude the public and press to protect the nature of the rights and protections between the Parties during the proceedings (proposed Order attached herewith);
g. any other general equitable relief your orator may be entitled to under the circumstances.

Prayers for Process

your orator prays that this honorable court issue process and subpoena to answer through the special clerk and master of this court.

Verification

The suitor, Doe, Henry John, does hereby affirm under the laws of The United States of America that the above suit which he states is true and correct so help me God.

==================================, ______ day of July ____
Doe, Henry John
Orator and Suitor
11222 maple street
oakdale, minnesota
(312) 334-4445

Table of Authorities ("TOA")

The Bible Standard King James.
Equity Jurisprudence Vol. I-V 1905 By John Norton Pomeroy, Jr.
Suits In Chancery 2nd Edition 1907 By Henry R. Gibson.
A Practical Treatise On The Law Of Trusts Vol. I-Ii 8th Ed. 1888 By Frederick Albert Lewin.
A Treatise On The Law Of Trusts And Trustees, By Jairus Ware Perry 1872.
Gilbert Law Summaries: Trusts 13th Ed. 2007 By Edward C. Hallbach, Jr.
A Treatise On Conveyancing & The Law Of Merger, Vol. III By Richard Preston 1829.
Commentaries On Equity Pleadings 10th Ed. 1892 By Joseph Story.
Federal Procedure at Law 1908 C.L. Bates.
Federal Equity Procedure, Suits in Equity 1901 C.L. Bates
General Rules of the Supreme Court of the United States 1884 Samuel A. Blatchford.

Maxims of Equity

Equity Regards Done What Ought To Be Done.
Equity Shall Not Suffer A Wrong To Be Without A Remedy.
Equity Acts Specifically, And Not By Way Of Compensation.
When Chancery Has Jurisdiction For One Purpose, It Will Take Jurisdiction For All Purposes.
Equity Delights In Equality.
Equity Imputes An Intent To Fulfill An Obligation.
Equity Delights To Do Complete Justice, And Not By Halves.
Equity Acts In Personam.
Equity Abhors A Forfeiture.
Equity Does Not Require An Idle Gesture.
Equity Shall Take Jurisdiction To Avoid A Multiplicity Of Suits.
Equity Follows The Law.
Equity Shall Not Allow A Statute To Be Used As A Cloak For Fraud.
Equity Will Undo What Fraud Has Done.
Equity Shall Not Allow A Trust To Fail For Want Of A Trustee.
Equity Looks To The Intent Rather Than To The Form.
Equity Requires Diligence, Clean Hands And Good Faith.
Equity Regards The Beneficiary As The Real Owner.
Equity Will Not Aid A Volunteer.
Equity Will Not Perfect An Imperfect Gift.
Equity Comes To The Aid Of The Legally Disabled.
Superior Equity Shall Always Prevail; Where There Are Equal Equities The Law Shall Prevail, Otherwise Priority Shall Prevail.
Haeredem Deus facit, non homo. God and not man, make the heir.
Haeres est eadem persona cum antecessore. The heir is the same person with the ancestor.
In restitutionem, non in paenam haeres succedit. The heir succeeds to the restitution not the penalty.
The heir and his ancestor are one and the same person. That is, one in right, the heir succeeding to the rights of his ancestor, just as the king never dies

BC CASE TIMELINE

July 2011 HJHW contacted me with regards to a Small Claims issue that the CIBC had taken out with him. His explanation to me at the time is that the bank had filed a small claims court issue that the bank was trying to enforce a Default order on him. He got a transcript of the default (in chambers) hearing. He had never heard of that before but he could not understand that the defense to the matter had been filed and served. It was about a week before he got the Transcript of the in chambers hearing along with a recording of the whole proceeding. In the recording there was a point where the Lawyer Swore an oath that the defendant had filed a defense and failed to respond to notice. Justice asked if the defendant was served and the lawyer said yes and stated the address that the defendant was served at. It was an old address on their file that had not been used for 2 years and all other documents were served at his real address for service (that on record at the court). The justice ordered judgment on the oath of the lawyer.

HJHW and myself got together on Skype to discuss the case. We had both been watching and studying Dean Clifford recordings and discussions regarding trust-like arguments. Not knowing much about trusts I had done some extra research regarding trusts and started learning about the terminology. I instructed HJHW on how to file a motion to remove default judgment on the grounds that Service was improperly executed. The fact that both the bank and the lawyer both knew or should have known the proper address for service as it was on every other document filed in the case.

HJHW filed the motion August 12, 2011. It consisted of the complaint of the fact that the wrong address was used to get the default in order to obtain judgment. He also claimed that as Grantor and Beneficiary of the resultant trust with the case (since no trust had been expressed) as well as the resultant trust with the bank that constituted the loan that the default and judgment were unconscionable. Date for the motion was granted for the September 28, 2011.

HJHW attended the hearing on September 28, 2011. Made his argument and was granted the withdrawal of the judgment and default and a date was set for trial March 13, 2011. I knew this was going to be his opportunity to rectify the situation in a more positive manner. I got into the in-depth research and started looking for ways to ensure that he had his day in court properly and I had the sense that Equity was the way. In my research I found small tidbits on how to set up trusts and the like. In the meantime I got involved with someone I'll call Metatruth. He had a situation with traffic and I was helping him set up his paperwork (as I understood it should be at the time). I worked with metatruth for a while (December to January) and Early February he introduced me to another person he was working with consolatodelmare and said he wasn't sure but he was working on things that seemed like what we were doing or very similar to it. When we had had a few discussions with consolatodelmare I knew that this was the answer.

March 5, 2012 I contacted Faith2Trust and had documents and reference materials sent to me and got right to work. I send Copies of Everything to HJHW and we immediately got into the research and the research started to correlate with HJHW's actions to this point so we fashioned an Equitable pleading from the Gibson book " A Treatise on Equity". Every single line placed in the pleading was backed up with line by line references in what I called a Table of Authorities with page # article # and the full text from the book.
With regard to the SOI and NOI we had trouble discerning what that was in the beginning and decided

to leave that till later. I believed that both his statements on the record and his previous filings had showed the intent to form a trust. For the moment I suggested that we work on the pleadings. Gibson's book was extremely explicit in how to do this. To follow will be the details on the pleading documents.

March 8, 2011 Equitable pleading entered into the record with a Notice of Interest in specific property to be determined in private, confidential manner as the court may see fit.

March 9 2012 Entry into the file Notice of Indenture re: Court File. ####### Indenture stays Private!

March 13 2012 Hearing 10:00 AM

Case called at 10:47 am. The following is the objections as they were recorded by hand.

Table of Exceptions

11:08 Objection: Plaintiff cannot bring up default judgement and noting in default that has been overturned.
Gounds: prejudice to the defendant the intention of being overturned is to start over.
Response of Justice: overruled plaintiff may continue.

11:13 Objection: Plaintiff cannot use defective service to re-instate default after default overturned on same grounds.
Grounds: Already ruled defective in hearing to set aside default and judgment. Already deemed prejudicial in previous hearing.
Result: Overruled, plaintiff may continue.

11:25 Objection: Plaintiff cannot infer that defendant is lying without proof which constitutes a writing and some evidence of Intent.
Grounds: Hearsay, prejudicial statements made without proof or any form of evidence.
Response: overruled, please leave your objections for your response in your turn to speak in your defense.

11:27 Objection: Defense has the right to object to issues it sees as prejudicial to the proceedings in the proper time.
Grounds: Basic right to object in time. He who sleeps on his rights has none. = MAXIM
Response: Granted, but keep them to a minimum.

11:32 Objection: Plaintiff cannot accuse defendant of fraud without proof thereof.
Grounds: Fraud is Odious and should not be presumed.
Response: Overruled Plaintiff is entitled to his opinion. Continue.

11:37 Objection: Plaintiff cannot accuse defendant of fraud without proof thereof.
Grounds: Fraud is Odious and should not be presumed.
Response: Overruled Plaintiff is entitled to his opinion. Continue.

11:42 Objection: Defense requires in chambers conference to present Private Confidential Proprietary information for the court's consideration.
Grounds: Publishing the private confidential proprietary documents into the public record of this hearing defeats the private confidential proprietary nature of the documents and

destroys the intent of the documents.

Response: overruled There is no process At Law for the submission of documents in private. Put them on the record or move on.

11:46 Objection: The refusal to enter private confidential proprietary documents is prejudicial to the defendant's cause.

Grounds: The court cannot compel defense to publish private confidential proprietary documents.

Response: overruled You will put the documents into the record or move on.

11: 48 Objection: The refusal to enter private confidential proprietary documents is prejudicial to the defendant's cause.

Grounds: The court cannot compel defense to publish private confidential proprietary documents.

Response: overruled You will put the documents into the record or move on.

11: 50 Objection: The refusal to enter private confidential proprietary documents is prejudicial to the defendant's cause.

Grounds: The court cannot compel defense to publish private confidential proprietary documents.

Response: overruled You will put the documents into the record or move on or you will be in contempt of court.

11: 53 Objection: The refusal to enter private confidential proprietary documents is prejudicial to the defendant's cause.

Grounds: The court cannot compel defense to publish private confidential proprietary documents.

Response: overruled I don't know what type of game you are playing at, but I assure you I am not playing here. Move on or I will rule against you and enter default and judgment.

11: 55 Objection: Default and Judgment are unconscionable and prejudicial to the defendant's cause.

Grounds: Refusal of the court to hear all the evidence.

Response: Defendant has by refusing to enter documents into the record is acting contemptuous and combative and is seen as an attempt to thwart the case of justice.

11: 57 Objection: Default and Judgment are unconscionable and prejudicial to the defendant's cause.

Grounds: Refusal of the court to acknowledge a Cause.

Response: Clear the court. Session is over. Bailiff clear the court.

HJHW went to lunch at a restaurant nearby and wrote the Table of exceptions and a copy of the Equitable pleading. Filled out the form for an appeal and wrote the word URGENT on the document. He went to the Registrar and attempted to file the documents. She said she could not accept it as presented. He asked how he could make it acceptable. She said to write SPECIAL CAUSE across the top. She also sated that he needed a transcript with the appeal. She suggested to order 3 copies of the transcript and she would add it and stamp one copy with filed when ready. She then stated that the earliest date was April 3, 2012 and that she would move two non-urgent appeals to make room for his cause. He agreed to the date.

***One thing to note here is the Term SPECIAL CAUSE. A case (even a special one) would require Leave of the Court for appeal. He would have had to set a date to have the appeal heard as to the ground and then if they agreed he had grounds he would have a "new Trial" so where would that "new Trial" be? I bet it would default to an At Law court. Although, I believe that one could file an Equitable pleading in that "new Trial" and explore that, I would prefer to supersede that with a SPECIAL CAUSE. (NOT A SPECIAL CASE).
**** Also to look up in either Black's Law dictionary or Bouvier's law dictionary or both the terms Private, Confidential and Proprietary to find out if the exact reason for the Closed Hearing of the contents of the Cause (other than the injunction against publication).

April 3, 2012 10:00AM Date of the court. HJHW was caught off guard (so was the Lawyer for CIBC) since the chancellor made his opening statements and proceeded to HJHW for him to state his cause. HJHW then stated that he could not proceed until he could present his "evidence" in chambers to support his requested Relief of an injunction of publication of the Private, Confidential, Proprietary documents that make up the bulk of the proof of his cause. The Chancellor agreed to the In Chambers meeting to review the evidence. In spite of the objection of the CIBC Lawyer.

10:14 am In chambers The Chancellor asked him what evidence that it was that was Private, Confidential, and Proprietary and he produced the Statement of Indenture on the Case, Identified by the At Law Case # (the res) and the Beneficiary and Settleor was declared to be himself and the purpose was "To settle any and all claims for and against the Beneficiary" and to have the "Trustees" Return the res to the Beneficiary. The Stated Intent was same as the purpose. The Chancellor looked at his Indenture and Asked him if that was the only trust he saw. He replied "No, I see two other Resultant trusts – one with the CIBC and one with the Lawyer." The Chancellor asked him "Why do I not see any declared trustee?" HJHW quickly replied "I ran out of time to do the research as to who the correct Trustees would be and what their duties would be, but The Court will not let a Trust Fail for Lack of trustee, and turned to the table of authorities of the SOI and pointed that out by Quote of Gibson and a Quote of Story. The chancellor looked at the transcript of the At Law Case and then looked through all the paperwork and at length looked up and Asked the Lawyer "Do you have your Law Society Card?" The Lawyer presented it. He then asked the Bank Manager " Is the CIBC a Chartered Bank, and do you have your bank Identification?" The bank manager replied yes to both inquiries. And the bank manager presented the Identification. He returned the Identification cards to the respective parties. The chancellor then turned to HJHW and Said "Well, Mr. HJHW I think I have sufficiently determined the 3 trusts you so correctly pointed out to me and The trusts both Expressed and Resultant will be recognized and adhered to. As for the Trustees Mr. xxxxxxxxxxxx here lawful officer of the court is Trustee for the Expressed Trust and one Resultant trust. Mr. xxxxxxxxxx from the CIBC bank is trustee for one resultant trust for hiring Mr. xxxxxxxxxx for Legal Counsel and the sole trustee by representation for the Chartered bank CIBC. Much to the vexatious protestations of the CIBC lawyer and bank manager. The Chancellor Recessed till 12:30 PM (for 45 minutes).

12:30 PM Chancellor: All parties to the cause are present. As to the first prayer for relief – an injunction against publication of Private, Confidential, Proprietary information and documentary evidence I hereby issue the decree that this relief has been granted on proper grounds and in keeping with good reason good conscience.

1:50 PM Court Session ends and HJHW hand writes out a bill of exceptions. Files it with Clerk. As follows.

Bill of Exceptions

The theory at the time was that the filing of the blank bill of exceptions would signify that the Beneficiary was satisfied that All the Issues were settled. Also the failure of the trustees to file a bill of exceptions (no matter how much he objected or protested in the hearing) Acquiesced that all the issues had been settled.

10:55 AM HJHW arrives at the court house to retrieve the Decrees. The Clerk greets him by name and states that the decrees are ready. His honor has also signed the Bill of Exceptions. Upon review of the decrees he finds a public decree stating the Injunction for the publication of private, confidential, proprietary information as stated at the start of the session. The statement then followed by 14 pages of blank pages. Then a final page that stated as follows.

So Decree his Excellency, ___________________________ the Chancellor.

[the printed name of the chancellor and the signature of the chancellor on a line underneath and the Seal of The Court.]

The Second Set of papers Set out the settlement, terms, reasons, etc with similar markings and signatures. That, by the way, totaled in their entirety 14 pages.

Things that are similar are not the same

“District Courts of the United States” Supreme Court 1937 from 1934

1934

Rights Preserved in sect 1

73rd Congress Sess II CHS 651, 652. June 19, 1934. [Chapter 651]
[Public, No . 415.]

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Supreme Court of the United States shall have the power to prescribe, by general rules, for the district courts of the United States and for the courts of the District of Columbia, the forms of process, writs, pleadings, and motions, and the practice and procedure in civil actions at law. Said rules shall neither abridge, enlarge, nor modify the substantive rights of any litigant. They shall take effect six months after their promulgation, and thereafter all laws in conflict therewith shall be of no further force or effect.

SEC. 2 The court may at any time unite the general rules prescribed by it for Suits cases in equity with those in actions at law so as to secure one form of civil action and procedure for both: *Provided*, *however*, That in such union of rules the right of trial by jury as at common law and declared by the seventh amendment to the Constitution shall be preserved to the parties inviolate. Such united rules shall not take effect until they shall have been reported to Congress by the Attorney General at the beginning of a regular session thereof and until after the close of such session.
Approved, June 19, 1934.

Not the Same as Sec. 2 - different Specie

1937 intent to Validate

ORDERS OF THE SUPREME COURT OF THE UNITED STATES ADOPTING AND AMENDING RULES ORDER OF DECEMBER 20, 1937 different Specie

It is ordered that Rules of Procedure for the District Courts of the United States be adopted pursuant to **Section 2** of the Act of June 19, 1934, Chapter 651 (48 Stat. 1064), and the Chief Justice is authorized and directed to transmit the Rules as adopted to the Attorney General and to request him, as provided in that section, to report these. Rules to the Congress at the beginning of the regular session in January next. MR. JUSTICE BRANDEIS states that he does not approve of the adoption of the Rules.

paragraph 1 is excluded from SEC 2.

My Comments

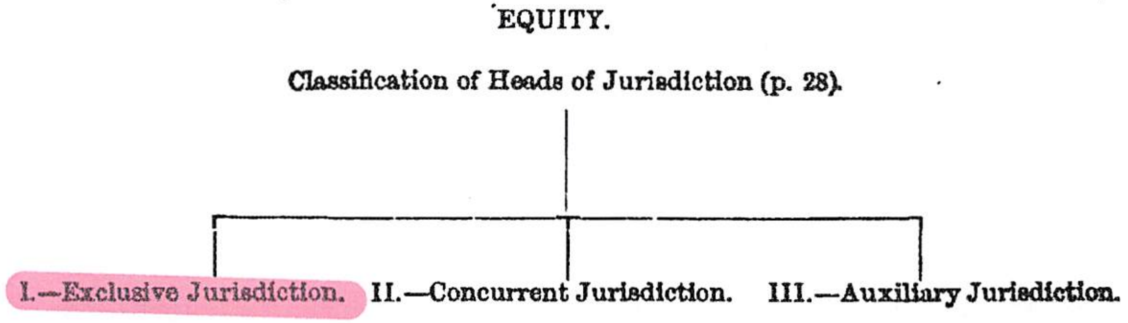
1. In 1934 Section 1 - “district courts of the United States"
2. In 1934 Section 1 - said rules shall not abridge substantive rights
3. In 1934 Section 1 - all laws in conflict shall be of no further force or effect
4. In 1934 Section 2 - “one form of civil action and procedures for both cases in equity with those actions at law"

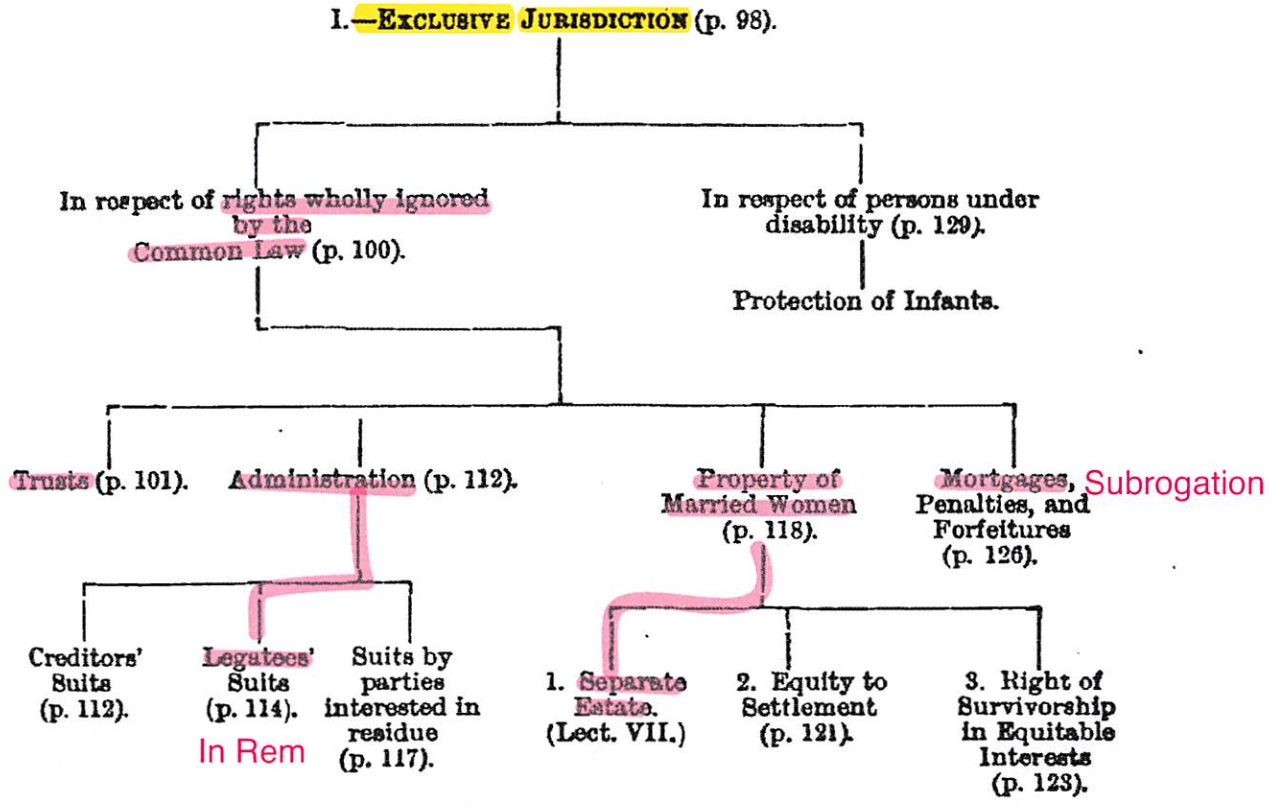
1873 Oliver Haynes "Outlines on Equity"

TABULAR ANALYSIS*

OF

EQUITY JURISDICTION.


EQUITY.
Classification of Heads of Jurisdiction (p. 28).
I.—Exclusive Jurisdiction.
II.—Concurrent Jurisdiction.
III.—Auxiliary Jurisdiction.


I.—Exclusive Jurisdiction (p. 98).
In respect of rights wholly ignored by the Common Law (p. 100).
In respect of persons under disability (p. 129).
Protection of Infants.
Trusts (p. 101).
Administration (p. 112).
Property of Married Women (p. 118).
Mortgages, Penalties, and Forfeitures (p. 126).
Subrogation
Creditors' Suits (p. 112).
Legatees' Suits (p. 114).
In Rem
Suits by parties interested in residue (p. 117).
1. Separate Estate. (Lect. VII.)
2. Equity to Settlement (p. 121).
3. Right of Survivorship in Equitable Interests (p. 123).

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* *This Table refers to the original series of Lectures only.*

All Must Have Civilian Due Process, in personam and subject matter jurisdiction.

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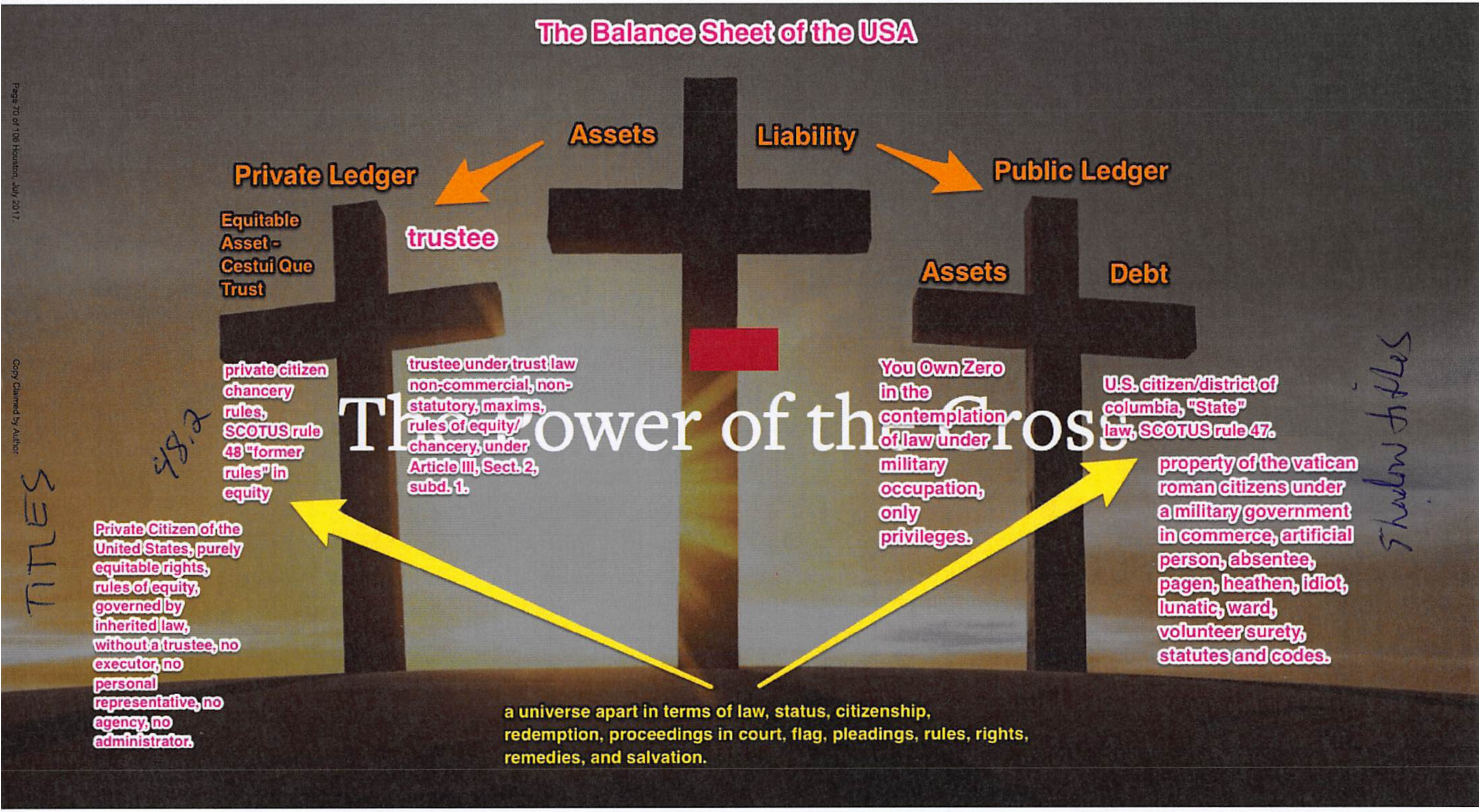


The Balance Sheet of the USA

The Power of the Cross

Assets **Liability**

Private Ledger

Equitable Asset - Cestui Que Trust

trustee

private citizen chancery rules, SCOTUS rule 48 "former rules" in equity

trustee under trust law non-commercial, non-statutory, maxims, rules of equity/ chancery, under Article III, Sect. 2, subd. 1.

Private Citizen of the United States, purely equitable rights, rules of equity, governed by inherited law, without a trustee, no executor, no personal representative, no agency, no administrator.

Public Ledger

Assets **Debt**

You Own Zero in the contemplation of law under military occupation, only privileges.

U.S. citizen/district of columbia, "State" law, SCOTUS rule 47.

property of the vatican roman citizens under a military government in commerce, artificial person, absentee, pagen, heathen, idiot, lunatic, ward, volunteer surety, statutes and codes.

a universe apart in terms of law, status, citizenship, redemption, proceedings in court, flag, pleadings, rules, rights, remedies, and salvation.

TITLES

48.2

Shadow titles

Ohio Revised Code, chapter 3705 - Birth Certificates - adoption - foundling - etc

i just spent the last few hours plowing deeply into the Ohio Revised Statutes about Birth Records....and i have concluded that
1) It is not excluded, nor can anyone prove that it is excluded that the "Certificate of Live Birth" is for the afterbirth/placenta/fetal death.
2) that all the attending physicians are authorized to avoid doing any formal "certificates of cause of death" if in fact they are allowed issue a “Certificate of Live Birth" for a fetal death/placenta/afterbirth.
3) and that "Fetal Death" is what your "Certificate of Live Birth" actually could be for…… nothing stops that from happening.
4) and that once they determine the "fetal death" then they proceed to "find an abandoned baby" and then the Hospital, a private organization, issues a "Foundling Report" and puts the same exact information to the Health Department,
5) ...where the Director has sole discretion to modify the forms however he wants to, i.e., TO NOT INDICATE FETAL DEATH, nor indicate FOUNDLING REPORT on any certificates from his department.
6) Anyone caught trying to actually issue a "cause of death" for a "fetal death" is impisoned 5 years and $10k fine, 3rd degree misdemeanor...
7) That "newborns" are NOT defined but several sections deal with "fetal death"
8) That if we DO NOT correct the birth record then we accept it.
9) that the definition of "Live Birth" is so wide open that it plainly DOES NOT EXCLUDE the placenta nor afterbirth as a "fetal death" from the definition of a "Live Birth".

Chapter 3705: VITAL STATISTICS

3705.01 Vital statistics definitions.

As used in this chapter:
(A) "Live birth" means the complete **expulsion** or **extraction** from **its** mother of **a product** of **human conception** that after such expulsion or extraction breathes or shows any other evidence of life such as beating of the heart, pulsation of the umbilical cord, or definite movement of voluntary muscles, whether or not the umbilical cord has been cut **or the placenta is attached.** [they could be talking about the afterbirth/placenta here! Notice they don’t refer to a baby boy or baby girl. We must require that we are “excluding the placenta/afterbirth” from this definition!!!!!! Placenta fits the definition of “a product of human conception"]

(B)

(1) " **Fetal death** " means death prior to the complete expulsion or extraction from its mother of a product of human conception , irrespective of the duration of pregnancy, which after such expulsion or extraction does not breathe or show any other evidence of life such as beating of the heart, pulsation of the umbilical cord, or definite movement of voluntary muscles. [back to conception they can call anything “fetal death” including “a product of human conception” which is also the

placenta/afterbirth]

(2) " **Stillborn** " means that an infant of at least twenty weeks of gestation suffered a **fetal death** . [director does NOT have to print “stillborn” on certificate - this is more color to talk about the placenta and not a baby, stillborn is greater then 20 weeks; “infant” is NOT defined.]

(C) "Dead body" means a human body **or part of a human body** from the condition of which it reasonably may be concluded **that death** recently occurred. [part of a human body - could that be the afterbirth?]
(D) "Physician" means a person **licensed** pursuant to Chapter 4731. of the Revised Code to practice medicine or surgery or osteopathic medicine and surgery.
(E) **"Attending physician" means the physician in charge of the patient's care for the illness or condition that resulted in death.**
(F) "Institution" means any establishment, public **or private**, that provides medical, surgical, or diagnostic care or treatment, or domiciliary care, to two or more unrelated individuals, or to persons committed by law.
(G) "Funeral director" has the meaning given in section 4717.01 of the Revised Code.
(H) "State registrar" means **the head of the office of vital statistics in the department of health.**
(I) "Medical certification" means completion of the medical certification portion of the certificate of death or **fetal death** **[i.e., placenta]** as to the cause of death or **fetal death** **[i.e., placenta]** .

(J) "Final disposition" means the interment, cremation, removal from the state, donation, or **other authorized disposition of a dead body [or “part of a body - i.e., placenta]** or a **fetal death [i.e., placenta].**

(K) "Interment" means the **final disposition** of the remains of a **dead body** **[or “part of a body - i.e., placenta]** by burial or entombment.
(L) "Cremation" means the reduction to ashes of a **dead body** **[or “part of a body - i.e., placenta].**
(M) "Donation" means **gift** of a **dead body** **[or “part of a body - i.e., placenta]** to a research institution or medical school.
(N) "System of vital statistics" means the registration, collection, preservation, amendment, and certification of vital records, the collection of other reports required by this chapter, and activities related thereto.
(O) "Vital records" means certificates or reports of birth, death, **fetal death** **[i.e., placenta]**, marriage, divorce, dissolution of marriage, annulment, and data related thereto and other documents maintained as required by statute.
(P) "File" means the presentation of vital records for registration by the office of vital statistics.
(Q) **"Registration" means the acceptance by the office of vital statistics and the incorporation of vital records into its official records.**
(R) "Birth record" means a birth certificate that has been registered with the office of vital statistics; or, if registered prior to March 16, 1989, with the division of vital statistics; or, if

APPENDIX A.

TO TRUSTS.

DECLARATION CREATING A TRUST.

TO ALL TO WHOM THESE PRESENTS SHALL COME—Greeting:

WHEREAS, It is my intention and desire to create a trust for the purpose of. . . . .

. . . .

and to that end, and that the above object and purpose may be effectually consummated as desired, I do hereby declare this the following trust:

NOW THEREFORE, KNOW YE, That in pursuance of such intention, I . . . . of . . . . in the County of . . . . and State of . . . . , on this . . . . .day of . . . . , in the year of our Lord one thousand eight hundred and ninety. . . . . , have nominated, appointed and declared, and by these presents do hereby nominate, appoint and declare . . . . .of. . . . . .in the County of . . . . and State of . . . . , to be my Trustee, of the sum of . . . . .DOLLARS, which said sum of money is this day paid and delivered by me to the said . . . . in trust, nevertheless, for the purposes following, that is to say:. . . . .

. . . .

. . . .

the said Trustee, ... , or his successor in trust, to have and to hold the said sum of money for the purposes above mentioned and for no other or different purpose or purposes, and to account to me in writing of all his actings and doings in respect of the said trust hereby created, and of the money so delivered to him, at such reasonable time or times as he shall be requested in writing so to do.

The said . . . . , Trustee, is hereby authorized and empowered to use the said money for the full execution of the trust, following out the purposes herein set forth, without let or hindrance from any one, exercising his own best judgment and discretion for the best advancement of the purposes herein set forth.

If for any cause, the said trust shall not be fully executed, or shall fail or become inoperative, then the balance of the aforesaid sum of money, if any remains after payment of all expenses and charges of said trust, shall be returned to me, the said . . . .

The said . . . . , Trustee, shall be allowed to retain, out of said sum of money, the sum of . . . . DOLLARS, as pay for his services in this behalf for executing this trust, to be paid to him on the execution of this trust.

This trust shall become operative and binding immediately upon its acceptance by the said ...., Trustee.

In Witness Whereof, I have hereunto set my hand and seal this .... day of ....A. D. 190...

In Presence of Us,

.... } .... [SEAL.]

.... }

ACCEPTANCE BY TRUSTEE.

I, ..., named as Trustee in the foregoing instrument, for myself, hereby acknowledge the receipt of the foregoing sum of money from the said .... creating said trust, and I agree to accept the said trust, and enter upon its performance, and that I will faithfully perform the duties and obligations imposed upon me herein, to the best of my ability, and will faithfully account to the said .... for all moneys received by me for the purposes of said trust.

In Witness Whereof, I have hereunto set my hand this .... day of .... A. D. 190...

In Presence of Us:

.... } ....

.... }

declaration of trust

A business trust organization expressed under
The Laws of Equity of the united States of America, 1776

declaration of trust

This declaration of trust ("Trust") is formal written and expressed trust indenture of the special trust relationship between the parties for all transaction(s)/account(s) as the corpus "res" of this Trust belonging to the Estate of John Henry Doe of Maple County and any derivations by this Grantor/Settlor successors and assigns, jointly and severally, and this Trust's Trustee and Co-Trustee ("Trustees") and anyone appointed under the authority of this Trust.

FIRST

It is the will and intent of the Grantor that the beneficiary be united with, for his use, enjoyment, life maintenance, pursuit of happiness, all the property, rights, titles and interest and their transmutations and derivations therefrom of said res/corpus of said Estate See **Exhibit D**.

Grantor declares this Trust is hereinafter titled **RR111222333US-001 Trust**, an equitable asset title, and all its chattels therewith and therefrom described in attached **Exhibit A**.

Grantor hereby transfers Certificate of Legal Title of **RR111222333US-001 Trust** to Trustees for special purpose; see **Exhibit A**, trustee's acceptance and deed of transfer.

OTHER SPECIAL PURPOSE

a. The purpose of the trust is to re-unite, delivery, transfer, merge titles for all the corpus of this Trust.

SECOND

The Trustee shall receive and hold said property, together with any additions hereto in Trust for the use and benefit of the sole bona fide Trust beneficial interest holder in due course. The beneficiary of this Trust shall hold Trust Certificate RR111222333US-001.01 signed by both the settlor and trustee. Beneficiary is competent with age of majority sufficient to terminate any presumed or express trust relation and possesses all right, title and interest in the trust without granting a waiver of any right, remedy, or defense shall have whole, complete, enforceable and superior claim to equitable title of **RR111222333US.**

THIRD

Trust is revocable and modifiable by the Grantor/Settlor with all rights reserved and continue for a term of five years from the date of trust res transfer to Trustees. Trust shall also be renewable, if renewed prior to its termination. The can be extinguished upon a conveyance of legal title to the beneficiary signed by both trustee and co-trustee.

FOURTH

This Trust shall be administered, managed, governed and regulated in all respects according to the laws of equity of 1776 of The United States of America, under judicial power and inherited civilian due process protections.

FIFTH

The Trustees, in addition to all other power granted by this expression and by law, shall have the following additional powers with respect to the Trust:

MORTGAGES, PLEDGES AND DEEDS OF TRUST

To enforce any and all mortgages, pledges and deeds of Trust held by the Trust and to purchase at any sale thereunder any such real or personal property subject to any mortgage, pledge or deed of Trust.

LITIGATION

To initiate or defend, at the discretion of the Trustees, any litigation affecting the Trust. The trustee, co-trustee, settlor, and beneficiary of this Trust shall not be liable to lien, attachment, garnishment, trustee process, or execution, or subject to any order or decree of any court without civilian due process protections within a non-military derived court of competent jurisdiction, or court as or record or court of exclusive jurisdiction under Article III of the written constitution of the United States; the beneficiary is strictly forbidden to be represented by any Attorney in any jurisdiction under war powers authority or without exclusive equitable jurisdiction cognizance of the same specie and nature as protected under the Judiciary Act of 1789, 1 Stat. 73 ch. 20, sec. 11, 16, 20, 1 Stat. L. 82, that all proceedings must proceed ex parte, sealed, at chambers, under a judicially powered court under a judicial cognizance authorized by either the written constitution of the state of Minnesota, or where national citizenship and protections are at stake under the written constitution of the United States as amended A.D. 1791, without—to the exclusion—of the general public.

ADJUSTMENT OF CLAIMS

To submit to a court of Equity, or in private, to compromise or to release or otherwise adjust without compensation, any and all claims affecting the Trust estate.

SIXTH

Trustees full commercial and personal liability for the faithful performance of duties shall be required of any Trustees under this expression.

SEVENTH

The Trustees shall receive reasonable emolument for the services performed by the Trustees, but such emolument shall not exceed the amount customarily received by corporate fiduciaries in the area for like services.

EIGHTH

No Trustees or Trust Manager, created by this Notice shall at anytime be held liable for any action or default of any Trustees, or any other person in connection with the administration and management of this Trust unless caused by the individual(s) own gross negligence or by commission of a willful act of breach of Trust. Trustee __________________ is hereby appointed the Registered Agent for service of process the mailing location for which shall be __________________________________; the Trust shall entitle the Registered Agent to $_______ United States Dollars per month for it's services as Registered Agent only.

NINTH

In the event that any portion of this Trust shall be held unlawful, invalid or otherwise inoperative, it is the intention of the Grantor that all of the other provisions hereof shall continue to be fully effective and operative insofar as is possible and reasonable.

TENTH

If any person claims to have a superior claim to the rights, title, deeds and interest of the Trust or by Grantor/Settlor/Beneficiary they are ordered to present their prima facie claim under their full personal commercial liability under sworn affidavit under the laws of perjury stating they have a superior claim to asset, title, or deed to Grantor/Settlor/Beneficiary.

ELEVENTH

The execution of the Trust.

IN WITNESS WHEREOF, I hereunto set my hand and seal on this ___ day of __________ Two Thousand Sixteen and hereby declare the execution, creation and establishment is this Trust:

Date____________________ ________________________________

Doe, john henry, Settlor

In Presence of Us, In Witness Whereof, ***we/i*** hereunto set my/our hand(s) and seal this day of in the year Two Thousand Sixteen of our **Lord Jesus** the **Christ Advocate** and heir to all things and of the independence of the Sovereign unincorporated Union country of **The United States of America** the two hundred and fortieth at Ramsey county, state of Minnesota a Union member within a non-military occupied private space

:

____

____

____

____

See Storyboard from April 2017

Exhibit A

Acceptance By Trustee and Co-Trustee.

i/we, _, each of us in our citizenship status as private citizens of the United States and a private members of the Union member state of Minnesota, Minnesotan nationals, and whose citizenship, personal covenants private domicile, allegiance and self determinations are a matter of public record attached hereto and herewith in **Exhibit D** and as "nationals" is also protected by Article 23 of the Convention signed at The Hague October 18, 1907 ratified by the President of the United States February 23, 1909 named to be the sole exclusive Trustee and Co-Trustee by nature under exclusive jurisdiction in the foregoing instrument, for myself, hereby acknowledge the receipt of the foregoing original executed legal title **RR111222333US-01** of said Estate from creating said trust, and I/we agree to accept the said trust, and enter upon its performance, and additionally do accept for/with consideration stated the Office of the Registered Agent in the name of the Trust at the mailing location "c/o address address address", and that I/we will faithfully perform the duties and obligations imposed upon me here-in, to the best of my ability, and will faithfully account to the said RR111222333US-01 Trust for all res/funds/monies received by me/us for the purposes of said trust.

In Witness Whereof, we/i hereunto set my/our hand(s) and seal this _ _ _ _ _ day of _ _ _ _ _ _ _ _ _ in the year Two Thousand Sixteen of our Lord Jesus the Christ Advocate and heir to all things and of the independence of the Sovereign unincorporated Union country of The United States of America the two hundred and fortieth at Ramsey county, state of Minnesota a Union member.

In Presence of Us, Witnesseth:	{mark & impression}
_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _	_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
private witness	trustee
_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _	_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
private witness	co-trustee

Table of Exhibits

Exhibit A: See above Trustees' acceptance of RR111222333US-01 Trust (__ page).

Exhibit B: copy of deed of transfer of trust Estate corpus under the custody of Maple county, The State of XXXXX in the name of "John Henry Doe" (___ page).

Exhibit C: [RR# public NOI's/SOI's] (___ page).

Exhibit D: "Declaration of Status of ***Doe, john henry***: American Freeman, private civilian citizen of the United States/Minnesotan national" (___ page).

Exhibit B.

Notice of Acknowledgement and Acceptance *ab initio*

Subject: Secretary of State John F. Kerry signed Deed Poll Conveyance Annexes 12021949-5 & 12023854-1 State of Ohio issued registered organizations "EDWARD HENRY DOE, STATE OF OHIO CERTIFICATION OF BIRTH", STATE FILE NUMBER 33333333; "Edward Henry Doe" OHIO CERTIFICATE OF LIVE BIRTH NO. 444444, 31 MAY 1950, respectively, hereinafter "Deed Poll" attached herewith and made apart hereto;

Grantors/Custodians:
John F. Kerry, United States of America, DEPARTMENT OF STATE)
MAPLE COUNTY & its Registrar)
STATE OF OHIO & its Registrar)
Occupant of the Office of C.E.O. of Ohio)
All there agents and other unknown persons similarly situated)

Administrators, Escheat Custodians as implied grantors, "Grantors"

Heir/Grantee: ***Doe, edward Henry***: private citizen of the United States/Minnesotan national, heir & grantee, hereinafter "Grantee",

Be It Known to all persons, "United States", and men worldwide and to the above referenced Grantors:

i, the scriber below, ***:Doe; edward Henry:,*** Heir/Grantee herein, a Private American Citizen national of a protected class as a matter of record herein incorporated by reference "Declaration of Status of ***Doe, edward henry***", with intent and purpose, freewill act, volition and deed execute this notice of My acknowledgment and acceptance *ab initio* **31 May 1950** without consideration for the above referenced Deed Poll by which law "shall be treated equal to the original" and all rents, proceeds, funds, attachments, assets and interest attached herewith and made apart hereto under the terms of said deeds. Notice to Trespassers without express written consent is a matter of record Ramsey county abstract "Notice of Binding Fee Schedule". incorporated herein by reference. Heir/Grantee orders that the record on file in a court of record be updated to show said acknowledgment and acceptance without consideration of Grantee's Deed. This record replaces and previously filed said acknowledgements on record with any record custodian. Heir/Grantee's acceptance is governed by Maxims of Equity: "*Equity will not aid a volunteer, Equity will not complete an imperfect gift; in a conflict of equities the superior equity will prevail; where there are equal equities the first in order of time shall prevail; where there are equal equities the law must prevail.*" Note: grantee now assigns his proprietary "Special Deposit" title "**RR111222333US-01**" to same said joint subject matter now held in equitable fee simple absolute. Done under My hand and seal with intent, special purpose, freewill, volition and Deed:

==============================

Private Witness - Attestor.

==

:Doe; edward henry:, heir/grantee.
private citizen of the United States/Minnesotan national under the Treaty of the Hague Article 23.

Attachments:
Secretary of State John F. Kerry signed Deed Poll Conveyance **12023854-1** (1 page);
Secretary of State Ohio Certificate of Authentication (1 page);
State of Ohio "Certificate of Live Birth" (1 page);
Secretary of State John F. Kerry signed Deed Poll Conveyance **12021949-5** (1 page);
Secretary of State Ohio Certificate of Authentication (1 page);
State of Ohio "Certification of Birth" (1 page).

John Henry Doe
Private Citizens of the United States
Non-domestic, without the "United States"
c/o 123 main street, town, state.
The united States of America.

=================================

$10.00. Ten Dollars
Silver Certificate specie of the United States of America

======================================

B 2 9 9 8 7 8 5 4 A

======================================

U.S. Postal Money Order (USD$315.00)

==

2 3 6 9 4 4 7 6 5 3 1

==

(clerk sign and stamp copy for receipt to be returned to applicant)

Issuance of Receipt by Clerk of Court

For Lawful, Valuable, and Sufficient Consideration delivered via Registered Mail **RE 636 836 987 US** the receipt of which is acknowledged by the undersigned for an application entitled "**Ex Parte Petition for Decree for XXXXXXX and other general and special relief**" executed May xx, 2017 by John Henry Doe, applicant, payor & surety.

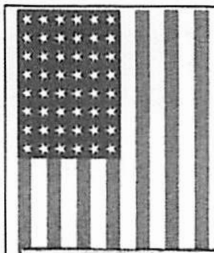
Please mail copy to:

c/o 525 main street. town.
state.

[postal code 123456]

============================Date==========

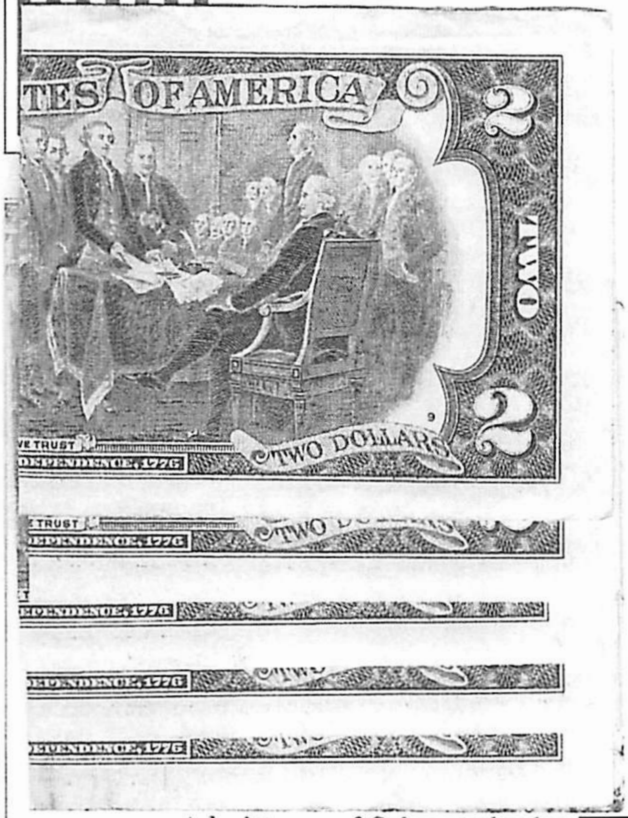
signature of receipt issuer, title and date.



IN GOD WE TRUST
TEN

==================

SPECIAL DEPOSIT ONLY
ABSENCE OF ENDORSEMENT
GUARANTEED
SIGNATURE GUARANT[redacted]



==================================
K 0 3 [redacted]
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K 0 0 [redacted]
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K 3 4 [redacted]
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G 0 6 [redacted]
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I 0 3 [redacted]
==================================

Admittance of [redacted]/[redacted] into The United States of America

ab initio the [redacted] t[redacted] of May Nineteen Hundred [redacted] [redacted] Year of our Lord:

For and in consideration of sum certain ten dollars specie of five $2 Dollar lawful currency of The United States of America well and truly paid, tendered by and returned to [redacted] [redacted], a private citizen of the United States, American National, of [redacted] county, State of [redacted] of the perpetual Union, within a non-military occupied private estate, outside a "Federal Zone" and not subject to the jurisdiction of the "United States", for lawful purpose of admittance per Article I, Sect. 9 of the written constitution for The United States of America.

(mark and impression) ================================

[redacted] grantee, private citizen
of the United States, private member of the
union state of [redacted]a, [redacted] county. c/o
post office box [redacted], [redacted] [redacted], [redacted].
U.S.A.

IN GOD WE TRUST
TEN

==================

SPECIAL DEPOSIT ONLY
ABSENCE OF ENDORSEMENT
GUARANTEED
SIGNATURE GUARANTEED

Notice to Commissioner John Koskinen, Treasury Department, Office of the Commissioner of Internal Revenue, 1111 Constitution Ave., Washington, DC 20224-0002, and to the District Collector of [redacted] county, and to the Union member states of [redacted] [redacted] [redacted], their agents, subcontractors and assigns:

TEN DOLLARS USA [redacted] TEN DOLLARS USA [redacted]

place ten dollar stamp(s) here

For, with, and in consideration of sum certain twenty lawful dollars stamp(s) of The United States of America and of the Post Office Department thereof well and truly paid, tendered and returned by heir& grantee, a Minnesotan national and a private citizen of the United States within a non-military occupied private estate of the Union member State of Minnesota, outside a "Federal Zone" and not subject to the jurisdiction of the "United States", for satisfaction in accordance with "The Excise Tax Law" A.D. 1863 and Amendments, and for admittance per Article I, Sect. 9 of the written constitution for The United States of America.

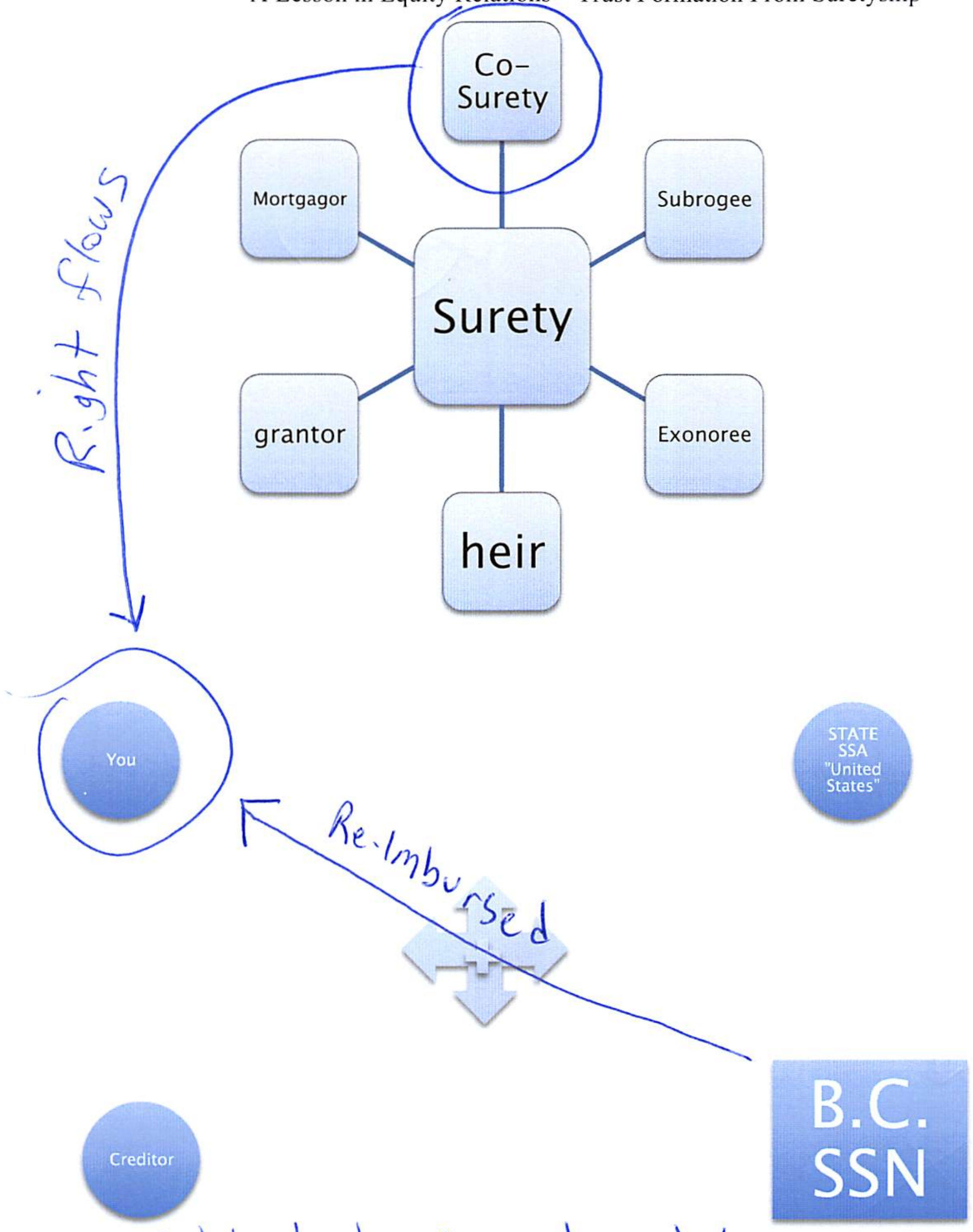
Property Description:

==

(mark and impression) [redacted] Heir. Redemptor, Payor. Subrogree. Grantee.

To report any deficiencies or defects, or to deliver the Receipt you are directed to use mailing location: Trustee's Agent, c/o [redacted].

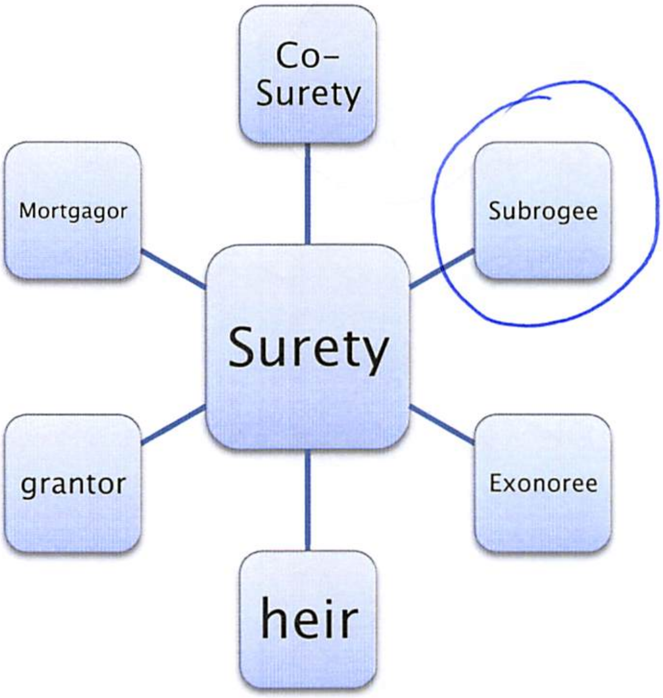
A Lesson in Equity Relations – Trust Formation From Suretyship

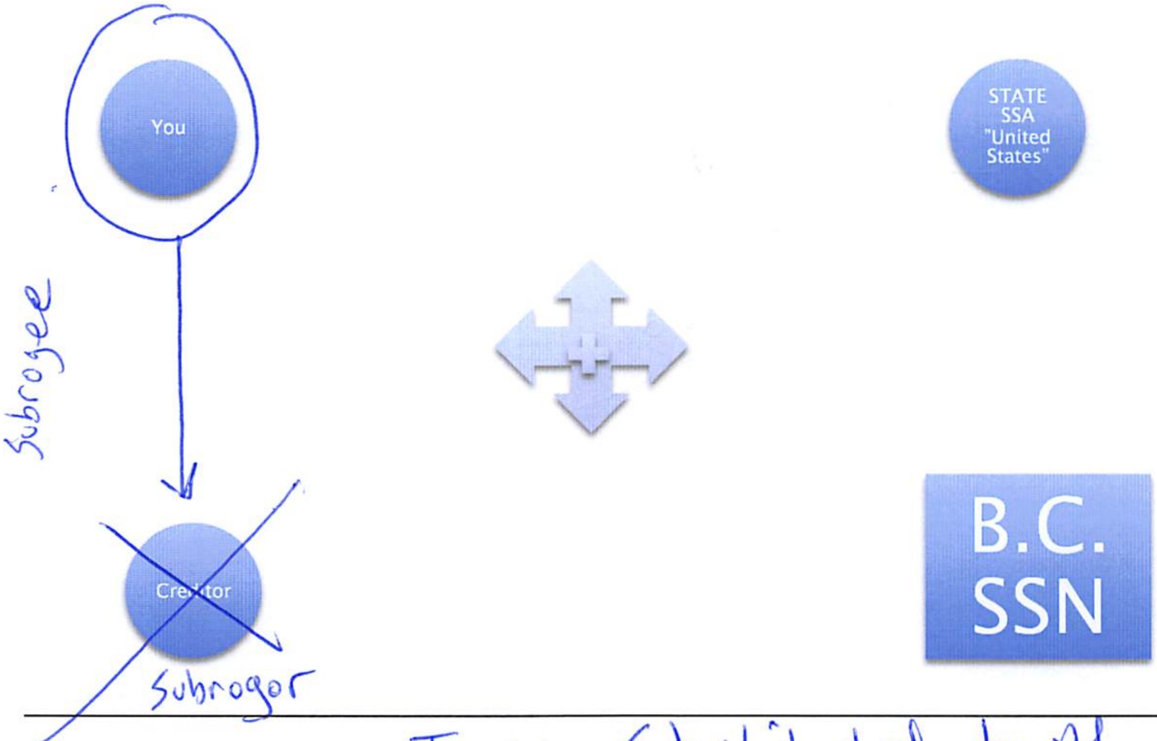


Right to be re-imbursed by Co-Surety

The Trust Arises How: ____________________

A Lesson in Equity Relations – Trust Formation From Suretyship

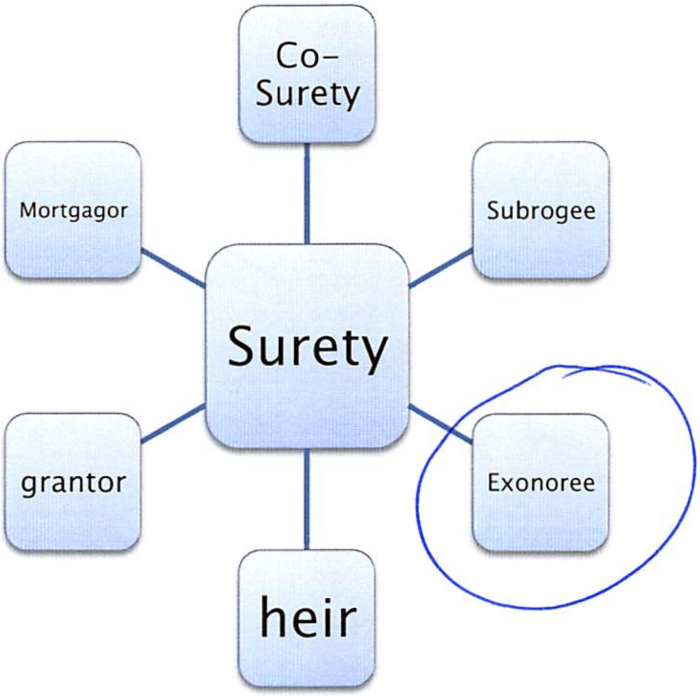


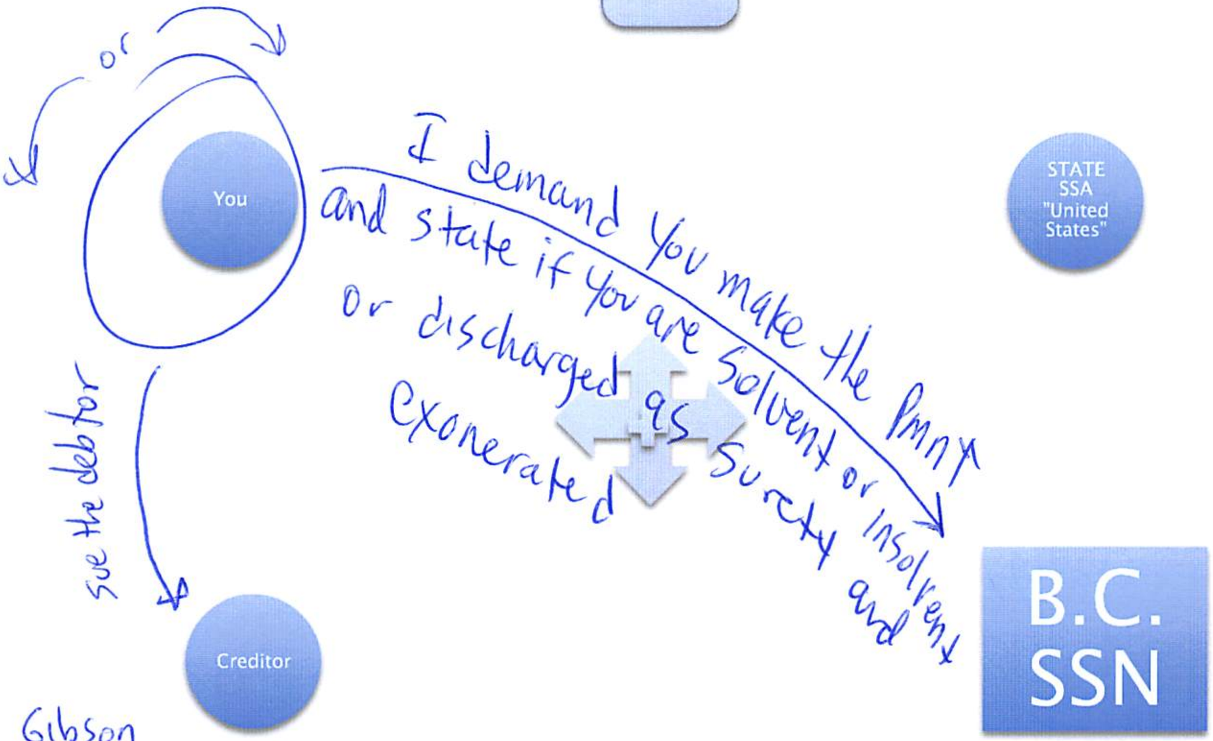


I am Substituted to the rights of the Creditor - My title is Subrogee, Creditors is Subrogor

The Trust Arises How: the right to be subrogated creates a duty for the subrogor to the subrogee

A Lesson in Equity Relations – Trust Formation From Suretyship





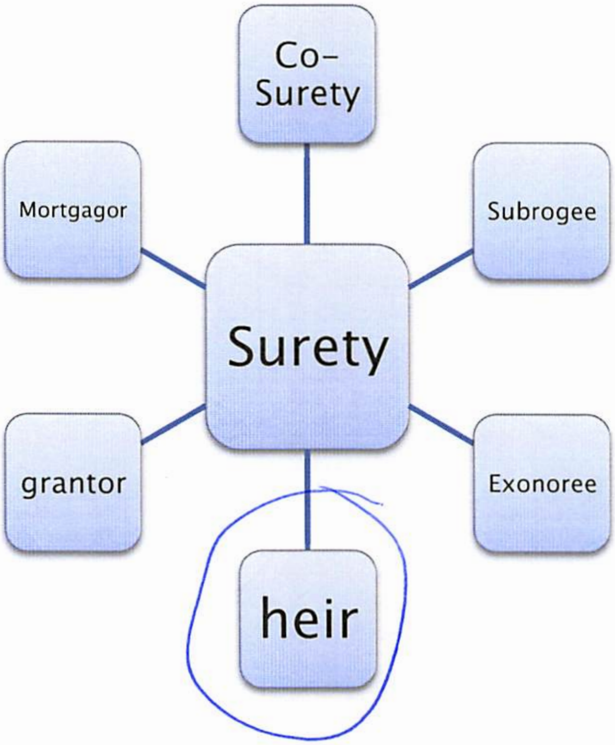
I demand you make the Pmnt and state if you are solvent or insolvent or discharged as surety and exonerated

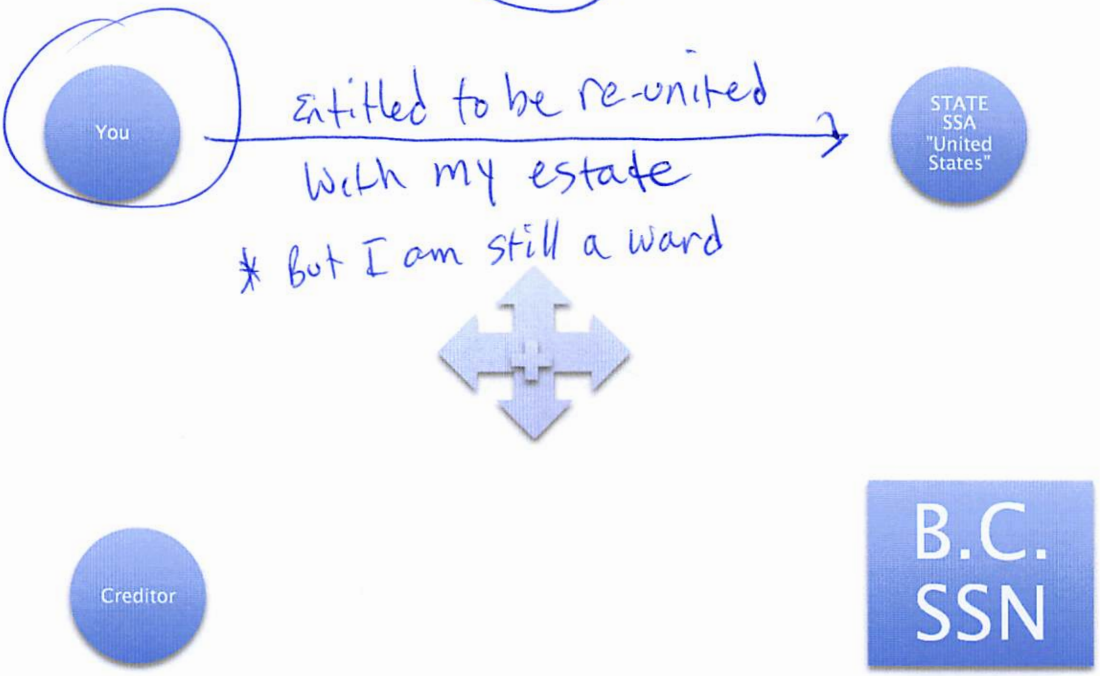
Gibson
962

I demand the Creditor sue the debtor or I will be discharged as surety and exonerated. I can demand debtor

The Trust Arises How: ______________________________

A Lesson in Equity Relations – Trust Formation From Suretyship

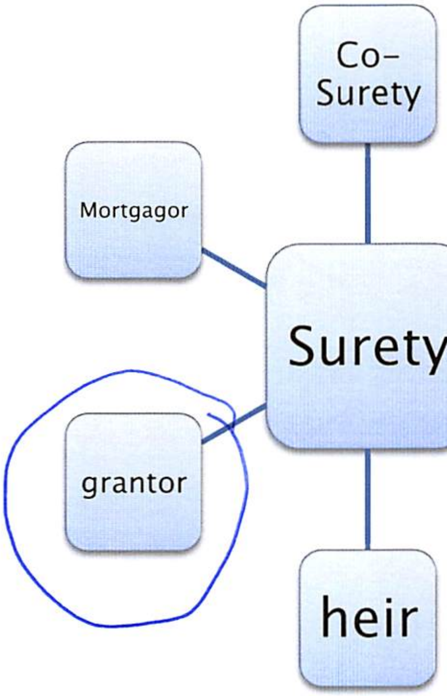




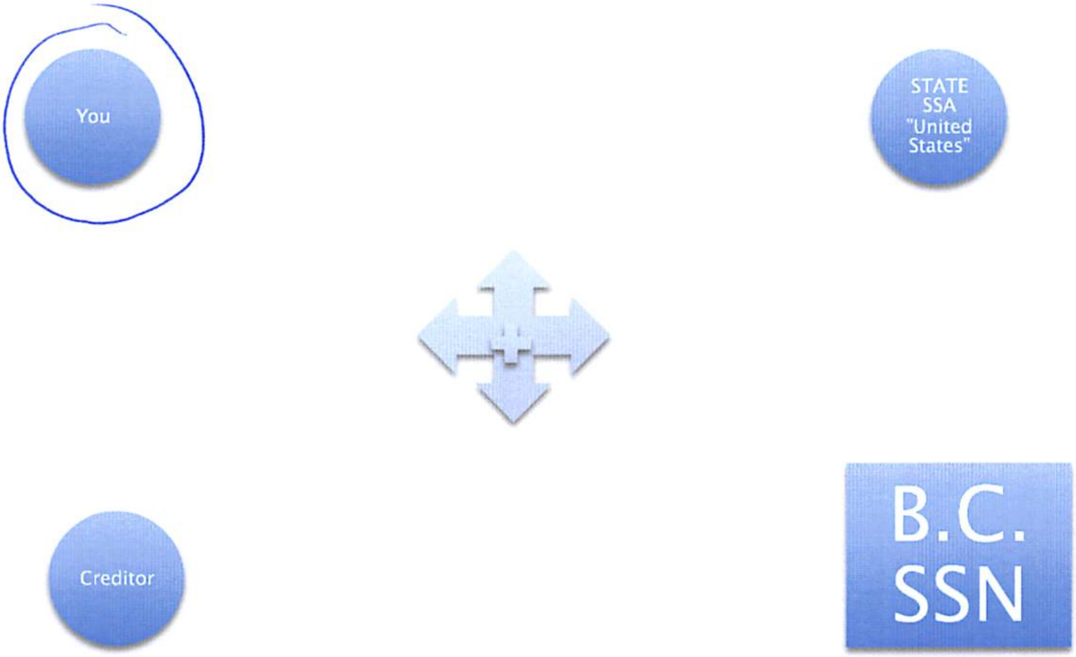
Entitled to be re-united
With my estate
* But I am still a ward

The Trust Arises How:

A Lesson in Equity Relations – Trust Formation From Suretyship



As the Mortgagor
I am the Grantor
of the Collateral
which clothes me
with the rights
of suretyship.



grantor is Always the Surety
#1 liability is that Grantor may not hold title to grant
Grantor has to prove they Held Grantee title

The Trust Arises How: ____________________

estoppel = waiving defenses

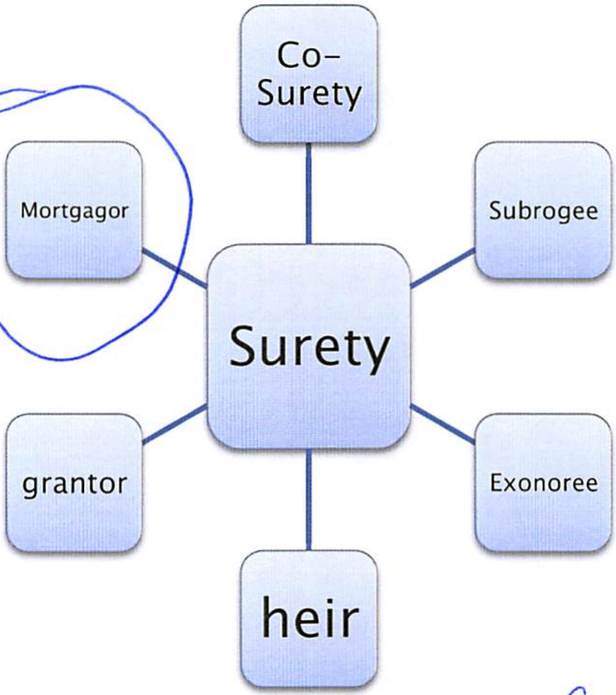
A Lesson in Equity Relations – Trust Formation From Suretyship

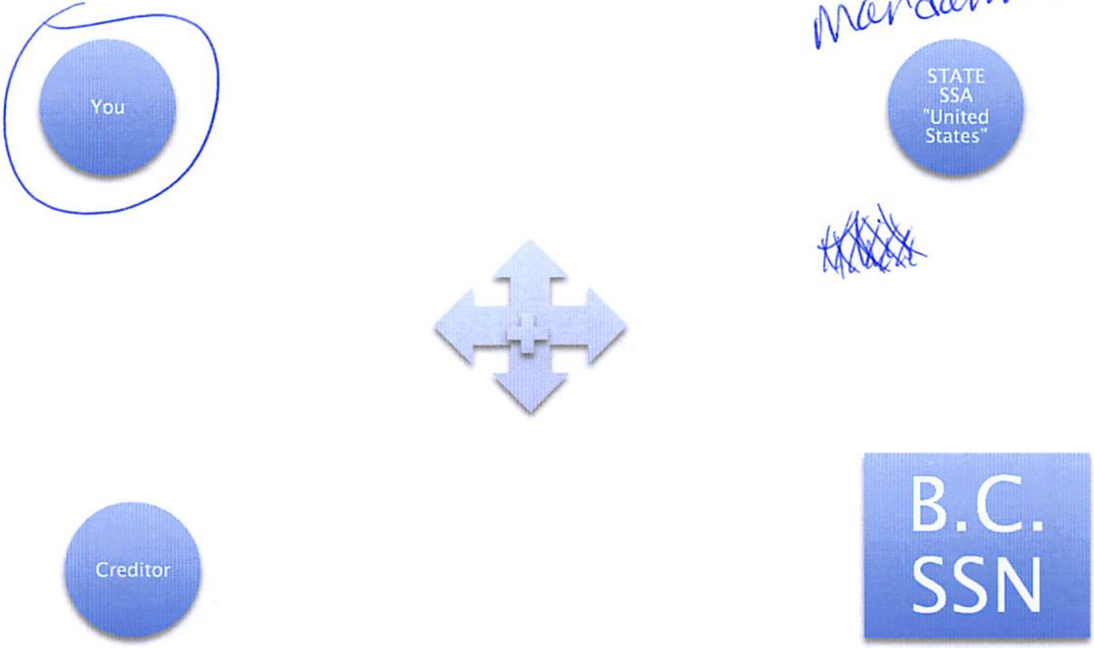
Mortgagor is always Grantor Surety

Quiet means estoppel

After 60 days of Silence = Mandamus

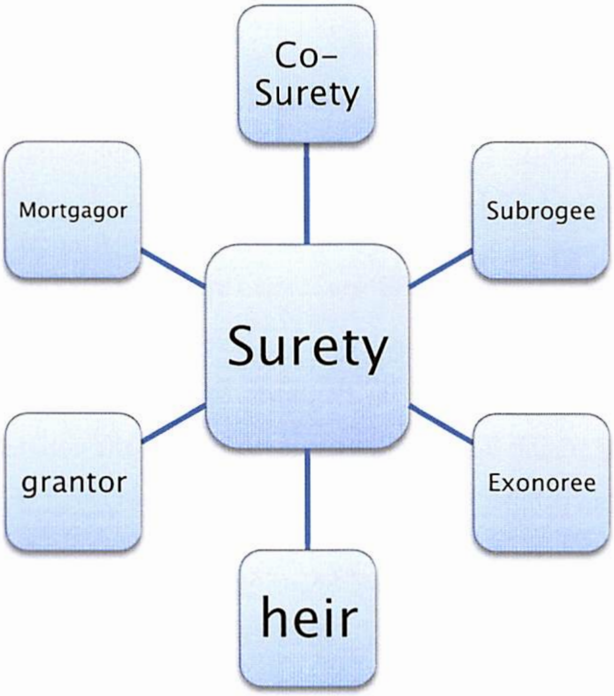
An emergency Application for an Extraordinary Writ of Mandamus.

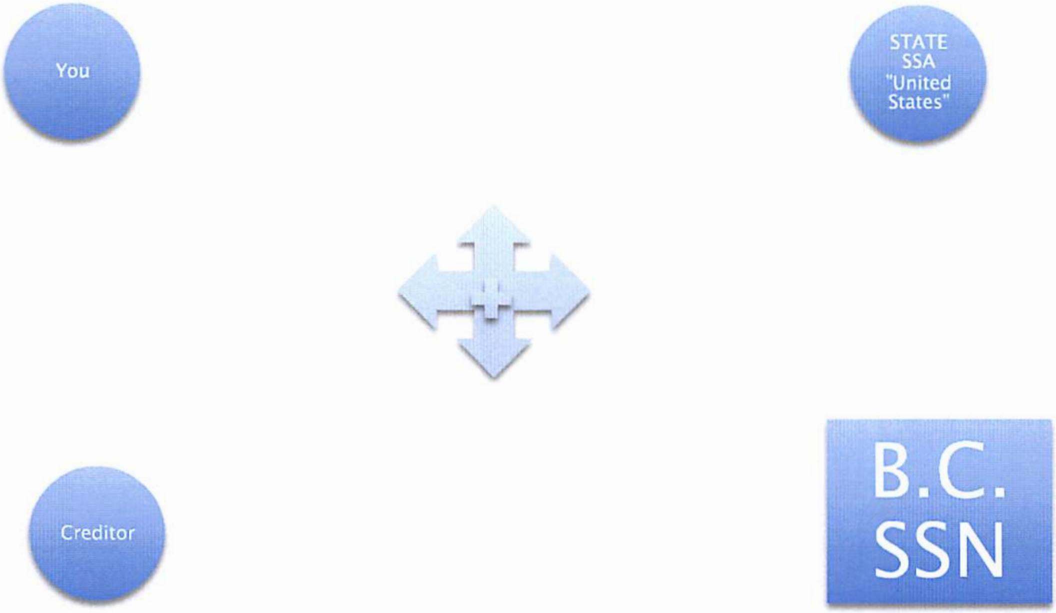




The Trust Arises How: when the "Mortgagor" excercises the equity of Redemption on the mortgage collatteral. only duty is Mortgagee returns collatteral, Rents, and interests.

A Lesson in Equity Relations – Trust Formation From Suretyship





The Trust Arises How: ____________________

A Lesson in Equity Relations – Trust Formation From Suretyship

Parties:

- **"YOU"** are the surety because you signed. Also, you are secondarily liable. The BC Estate is always the DEBTOR. The SSN is always the DEBTOR.
- "**B.C. SSN**" - Birth Certificate/SSN is always the debtor for which you are the surety, secondarily liable. You are also liable for all debts accruing since the beginning, ie., 1776, 14th Amendment, wars, TARP, bubbles, stolen treasury funds at the Pentagon, military contracts, all United States conduct, all national debts, all debts arising from the EBRA of 1933 where the collateral is "all the homes and property of the American people."
- "**State, SSA, United States**" Social Security Administration Name at top of Social Security Card. Signatures of Judges, signatures of bankers – all these people are "co-sureties" because they signed.
- **"Creditor"** – whoever is enforcing an obligation, debt, etc. The obligee, or Plaintiff. We really do not care who it is because they are going to be either abated or trustee or principal debtor when we are done with them.

Trust can be declared for every scenario.

"broad power and authority under the trust indenture to transact all right, title, and interest arising from including but not limited to

1. the exercise of the equity of redemption of all encumbrances, liens, collaterals and securities in connection with all mortgages where a right to declare a deed absolute to be an equitable mortgage is treated as a conventional mortgage against the principal debtor former mortgagee;
2. the exercise of the right to be subrogated or substituted or exonerated against any and all debts in connection with the SSN and B.C. thereof,

3. the right to reimbursement from co-sureties under the principal of contribution for all expenses including litigation and loss of personal property arising from the suretyship,

4. the right to all legacies as the sole heir, grantee to the abandoned decedent's intestate legal Estate,

5. a right to a full accounting of the full and complete ledger, a right for equitable conversion of all equitable liens against corporate and banking charters whom are fiduciaries under this trust, and the right to attach to said Charters as an equitable lien as well as to the Officer and Directors of said Charters and their sureties for unlimited liability,

6. to quiet and perfect title in any in rem proceeding,

7. the right to a civilian due process under an Article III judicially powered court, to construct a trust where fraud exists or where no other remedy is adequate, and that the constructive trust be expressed under this trust convert to an express trust, disgorgement, reformation, restoration, restitution,

"any authority under the President that would otherwise prohibit this transaction is now extinguished" - Proclamation 9570.

Notice of Merging of Titles, Change of Control Arising from Subrogation and Substitution in Connection with Account # 123456

To all to whom these presents shall come, Greetings:

Subject Reference: **Brief Property Description**: State of Iowa Department of Health Division of Vital Statistics Certificate of Live Birth No. 123-56-765432, March 1, 1956, "John Henry Doe" (Annex A).

It is hereby noticed and declared that this Account #12345 is trust property in the records that follow under title # **RR111222333US-XX.1** as additional corpus made part of this record.

.

Table of Contents

1) **Section One**. Additional trust corpus **RR111222333US-XX.1**. Annexes A-H.
   - a) Annex A. Insert original record here [A&A of JFK's?].
     - i) Secretary of State John F. Kerry signed Deed Poll Conveyance.
     - ii) Secretary of State Iowa Certificate of Authentication.
     - iii) State of Iowa Certificate of Live Birth No. 123-56-765432, March 1, 1956.
     - iv) Secretary of State John F. Kerry signed Deed Poll Conveyance.
     - v) Secretary of State Iowa Certificate of Authentication.
     - vi) State of Ohio Office of Vital Statistics, Certification Of Birth, State File Number 195676543, March 1, 1956.

IN WITNESS WHEREOF, I have hereunto set my hand this tenth day of March, in the year of our Lord two thousand seventeen, and of the Independence of the United States of America the two hundred and forty first.

=================================

co-trustee

=====================================

trustee

========================

private witness 1

========================

private witness 2

Annex A

Notice of Acknowledgement and Acceptance *ab initio*

RE: Maple county State of Iowa issued unincorporated registered organizations "JOHN HENRY DOE", STATE OF IOWA CERTIFICATION OF BIRTH STATE FILE NUMBER 123-56-765432; "John Henry Doe" Iowa CERTIFICATE OF LIVE BIRTH NO. 123-56-765432, 31 March 1956; hereinafter "Registered Organizations";

Grantors: Occupant of the Office of Chief Executive Officer of the State of Iowa,
Maple county & its Registrar)
State of Iowa & its Registrar) Administrators as implied grantors, hereinafter "Grantors"
The "United States")
All other unknown persons similarly situated)

Grantee: ***Doe, john henry,*** heir— *haeres ex asse*—and grantee in substance, hereinafter "Grantee",

Be it known to all persons, the "United States" and men worldwide and to the above referenced Grantors that, ***i***, the scriber below, ***Doe, john henry,*** Grantee herein, with intent and purpose, freewill act, volition and deed execute this notice of My acknowledgment and acceptance *ab initio* for the above referenced Maple county State of Iowa unincorporated registered organizations attached herewith and made apart hereto **Annex A & B** under the terms of said deeds. Grantee orders that the record on file in a court of record be updated to show My acknowledgment and acceptance of said Deed. This record replaces and previously filed said acknowledgements on record with any record custodian. Deed is governed by Maxims of Equity: *"Equity will not aid a volunteer, Equity will not complete an imperfect gift; where there are equal equities the first in order of time shall prevail; where there are equal equities the law must prevail."*

Done under My hand and seal with intent, special purpose, freewill act, volition and Deed:

================================== ==

private witness 1.

Doe, john henry, Grantee. Private citizen of the United States and private Iowan national, non-domestic without the "United States"

==================================

private witness 2.

The Declaration of Independence at Large, 4 July, A. D. 1776 }
The United States of America at Large, 15 December, A. D. 1791 } **scribes and affirms**
Herein the Iowa state at Large, 11 October, A. D. 1854 }
Herein the Maple county at Large, 11 May, A. D. 1858 }

Acknowledgment

This instrument is acknowledged before me on ____________________ by ***Doe, john henry***. **[seal]**

____
Notary Public - signature
My commission expires: ________________

Annex B

[previous record of your DOS’ A&A and consideration?]

(__ page including this page)

Annex B

IN GOD WE TRUST
TEN

==================

SPECIAL DEPOSIT ONLY
SURETY SIGNATURE GUARANTEED
In Full

A deed in accordance with Article I, Sect. 9 of the written constitution of The United States of America:

=======================================

I0144610A

=======================================

=======================================

I0124444A9A

=======================================

=======================================

I0144408A

=======================================

=======================================

I44444607A

=======================================

=======================================

I44442606A

=======================================

Special Deposit for the Admittance of the below described into The United States of America per Article I, Sect. 9 of the written constitution for The United States of America:

Brief Property Description:
"Annex A" herein
State of Iowa Department of Health Division of Vital Statistics
Certificate of Live Birth No. 123-56-765432, March 1, 1956
"John Henry Doe"

Be it known, ab initio the Thirty-First [filing date] of March Nineteen Hundred Fifty Six Year of our Lord, for and in consideration of sum certain above ten lawful dollars specie of five each of two ($2) dollars lawful currency of The United States of America is well and truly paid in full, tendered by and returned to equitable surety & payor **Doe, *john henry***, private citizen of the United States/Iowan national of the perpetual Union, within a non-military occupied private area, outside a "Federal Zone" and not subject to the jurisdiction of the "United States", and protected by Hague Treaty Art. 23(g-h).

(mark and impression)

==

Doe, john henry. Payor/Surety/cestui que.
RR111222333US-XX.1
temporary mail location c/o unit 12345, 111 main street,
maple town, iowa, of America. non-domestic without the
"United States". Without prejudice.

Doe, john henry
private citizen of the United States
c/o 123 main street, maple town, iowa.
Special Deposit Only

Annex C

In Full.

Notice to Commissioner John Koskinen, Treasury Department, Office of the Commissioner of Internal Revenue, 1111 Constitution Ave., Washington, DC 20224-0002, Secretary of Agriculture, Mike Young, U.S. Department of Agriculture
1400 Independence Ave., S.W. Washington, DC 20250 and to the District Collector of Maple county, and to the unincorporated Union member State of Iowa:

[put either ten dollars in ones or two's or canceled currency stamps from Treasury or Ten Dollar Silver Certificate – for each the Excise and Ag Lien]

For and in consideration of sum certain ______ lawful dollar(s) currency stamps of The Secretary of Treasury and of the general post-office thereof well and truly paid in full, tendered by grantee, a private citizen of the United States within a non-military occupied private estate of the Union member State of Iowa, outside a "Federal Zone" and not subject to the jurisdiction of the "United States", for satisfaction in accordance with "The Excise Tax Law" 1863 A.D., any statutory liens by the Department Agriculture *ab initio* 1889 A.D., of the United States of America.

Property Description (if any):

"Annex A" herein
State of Iowa Department of Health Division of Vital Statistics
Certificate of Live Birth No. 123-56-765432, March 1, 1956
"John Henry Doe"

(mark and impression)

==
Schwagerl, edward, Heir. Redemptor, Payor. Surety. Grantee. non-domestic without the "United States".
Without prejudice.

Maxim "equity regards as done that which ought to have been done"

Annex D

Doe, john henry, private citizen of the United States, c/o 123 main street, maple town, iowa.
non-domestic without the "United States"
Certificate of Title # RR111222333US-XX.1

Notice and Declaration of the Exercise of Subrogation & Substitution by Surety/Payor, and Notice of Issuance of New Private Certificate of Title "John Henry Doe"

Payor/surety of Annex B above notices all persons worldwide and all parties in Annex A that the right to be subrogated and substituted to specific parties in Annex A is hereby exercised. Now, coming as subrogee, the undersigned exercises the vested authority to transfer title of the below described property from grantor to grantee described above in Annex B & C. Subrogee now coming as substituted for grantors-subrogors—custodians and administrators of Iowa shown in Annex A hereinafter "Subrogors"—include the United States of America certificate # **xxxxxxxxx-1, x/x0/20xx**, State of Iowa, Maple County.

Subrogee now substituted as matter of course does hereby release and relinquish all claims, liens, and grant said title absolute to the undersigned grantees, and transfers all possession and control of its entire account with all rights or reversionary and resulting interest thereof.

Grantor: United States of America, State of Iowa, Maple County. Signed below for grantors is the sole exclusive Subrogee now coming as substituted to the United States of America's—subrogor—Certificate #xxxxxxx-1 on authority arising therefrom and on authority of Payor and Surety as the subrogee in Annex B & C.

Grantee: ***Doe, john henry***, private citizen of the United States and private Iowan national under the Hague Treaty Article 23 (g-h) who are located within a non-military occupied private estate upon the soil of the unincorporated perpetual Union State of Iowa at Ramsey county with the above mailing location at top.

Brief Property Description:

"Annex A" herein, State of Iowa Department of Health Division of Vital Statistics Certificate
of Live Birth No. 123-56-765432, March 1, 1956, "John Henry Doe"

The undersigned further affirm this Deed of Transfer constitutes an absolute deed of conveyance thereof, and bona fide without notice of any adverse superior prior or equal interest of same. **It is especially stated here that the name "John Henry Doe" does now absolutely transfer without any further encumbrances, liens, or charges from the above referenced Grantors.** Further, the undersigned demand transfer of title by the custodians, fiduciaries, and holders of records shown in Annex A.

IN WITNESS WHEREOF, the undersigned executes this instrument by their own free will act and deed, this ________ day of __________________ in the year of our Lord two thousand seventeen.

(mark and impression below)

`==================================================`

signing for U.S.A. Grantor: Doe, john henry, subrogee, subrogated to the United States of America, State of Iowa, Maple County.

`==========================`

Private Witness 1

`==================================================`

Doe, john henry. Grantee. *In esse*. Cestui que.

`==========================`

Private Witness 2

Annex E

*Doe, john henry***,** private citizen of the United States c/o 123 main street,
maple town, iowa. non-domestic without the "United States"

Deed of Conveyance to RR111222333US-XX Trust

Wherefore, the undersigned grantee/subrogee now coming as the grantor and settlor, and does hereby settle upon trust for the beneficiary of RR111222333US-XX Trust;

Wherefore, the trust "**RR111222333US-XX Trust**" is established by declaration and registered with the Registrar of Titles at the Secretary of State of Iowa File # 567567 September 3, 2016;

The undersigned grantee now coming as grantor and settlor of same does hereby on this _____ day of __________ of the year of our lord two thousand seventeen grant and convey irrevocably this described property to the beneficiary of **RR111222333US-XX Trust:**

Brief Property Description

"Annex A" herein
State of Iowa Department of Health Division of Vital Statistics
Certificate of Live Birth No. 123-56-765432, March 1, 1956
"John Henry Doe"

(mark and impression)

===========================
Private Witness 1

==
Doe, john henry.
grantee/grantor/settlor.

===========================
Private Witness 2

Notice of Trustees' acceptance.

We the trustee and co-trustee of **RR111222333US-XX Trust** to hereby accept said transfer of said Property from said Grantor.

==
Doe, edward. Trustee.

==
Doe, mary. *Co-trustee.*

Notice: Trustees do assign proprietary title "**RR111222333US-XX.1**" to said Property Description and issue its Certificate of Title accordingly. Maxim "equity regards as done that which ought to have been done"

Annex F

Certificate of Title

RR111222333US-XX.1

Secretary of State of Iowa File # 111222, September 3, 2016.
c/o temporary unincorporated mailing location
unit 12345, 111 main street, maple town, iowa
non-domestic, without the "United States"

To All to Whom These Presents Shall Come, Greetings:

Wherefore, the undersigned grantees absolute of **Brief Property Description** below are now coming as the grantors;

Wherefore, the trustees of said "RR111222333US-XX Trust" established by declaration and registered with the Registrar of Titles at the Secretary of State of Iowa File # 111222, September 3, 2016 are granted broad power authority to transact on behalf of said trust;

Be it resolved, that the undersigned grantees do now on this _____ day of _____, 2017 title said property **RR111222333US-XX.1** and as grantors of same do hereby grant and convey irrevocably, the below described property to the beneficiary of **RR111222333US-XX Trust** by this transfer to its trustees:

<u>Brief Property Description</u>

"Annex A" herein
State of Iowa Department of Health Division of Vital Statistics
Certificate of Live Birth No. 123-56-765432, March 1, 1956
"John Henry Doe"

Settlor: ***Doe, john henry,*** c/o 111 main street, maple town, iowa. Non-domestic w/o "United States"

Trustee: ***Doe, edward, trustee,*** *and* ***Doe, mary, co-trustee***, **RR111222333US-XX Trust**, Iowa Secretary of State File # 111222, September 3, 2016, privately domiciling within a non-military occupied private estate without the "United States", unincorporated area upon the soil of the perpetual unincorporated Union State of Iowa, at Ramsey county.

The undersigned further affirm this Deed of Transfer constitutes an irrevocable absolute deed of conveyance thereof, and bona fide without notice of any adverse superior prior or equal interest of same; further, we affirm that this Certificate of Title is issued to the confidential beneficiary of **RR111222333US-XX Trust.**

IN WITNESS WHEREOF, the undersigned executes this instrument by their own free will act and deed this ________ day of __________________ in the year of our Lord two thousand seventeen.

`[mark & impression]`

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==================================================
        Doe, edward. Trustee.  Issuer.
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=========================
Private Witness 1
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==================================================
        Doe, mary.  Co-trustee. Issuer.
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```
=========================
Private Witness 2
```

Annex G

Notice of Merger of Titles
and Extinguishment of State of Iowa, Maple County
Certificate of Live Birth No. 123-56-765432, March 1, 1956
"John Henry Doe" by New Title of Annex D & F

This is notice to holders, custodians, trustees, fiduciaries, agents, transferees, bailees and executive officers in control and possession of all records, securities, collateral, funds, rights, titles and interest of:

Brief Property Description

"Annex A" herein
State of Iowa Department of Health Division of Vital Statistics
Certificate of Live Birth No. 123-56-765432, March 1, 1956
"John Henry Doe"

that by operation of the doctrine of merger where an inferior estate—here, State of Iowa, Maple County Certificate for "John Henry Doe"—is consumed completely by a superior estate—Certificate of Title Certificate of Title # RR111222333US-XX.1, Annex D & F—of the same subject matter the inferior title is extinguished and the latter title is the only surviving true title (see Pomeroy Eq. Jur. §788 "merger").

Warrant to Transfer of Absolute Title of Property

Wherefore the "declaration of trust" entitled RR111222333US-XX Trust and its amendments are filed in accordance with Iowa Statute 999888 in the Office of the Secretary of State of Iowa, and wherefore no superior, nor prior, nor equal rights exist that otherwise suspend, confuse, or cloud the said claim, as a matter of course, accordingly by the foregoing, it is so warranted, ordered, and demanded by the undersigned that the transfer title of all property, funds, collaterals, interest and rents under said title of said Property Description be delivered up and transferred immediately in the name of RR111222333US-XX Trust, at unit 12345, 111 main street, saint paul, or, alternatively, in care of Iowa or Secretary of State of Iowa.

Govern yourself accordingly.

===

Doe, edward. Trustee.

==========================

Private Witness 1

===

Doe, mary. Co-trustee.

==========================

Private Witness 2

The new custodian of the record is in accordance of authority of Minn. Stat. 999888, Registrar of Titles and Recorder of Deeds.

Annex H

RR111222333US-XX Trust
Special Certificate of Birth
RR111222333US-XX.1

Iowa Secretary of State File # 111222, September 3, 2016

Whereupon the foregoing Annexes A-G, the undersigned trustee and co-trustee do hereby declare and affirm, to be subrogated and substituted for the United States of America, State of Iowa, Maple County, their agents, and assigns shown here below, and further declare that Annex signed by trustees have all first superior and paramount authority, rights and powers against all persons foreign and domestic thereof.

-- --

co-trustee trustee

[place image of certificate of birth here]

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Federal Register
Vol. 82, No. 14
Tuesday, January 24, 2017

Presidential Documents

Title 3—

The President

Proclamation 9570 of January 20, 2017

National Day of Patriotic Devotion

By the President of the United States of America

A Proclamation

A new national pride stirs the American soul and inspires the American heart. We are one people, united by a common destiny and a shared purpose.

Freedom is the birthright of all Americans, and to preserve that freedom we must maintain faith in our sacred values and heritage.

Our Constitution is written on parchment, but it lives in the hearts of the American people. There is no freedom where the people do not believe in it; no law where the people do not follow it; and no peace where the people do not pray for it.

There are no greater people than the American citizenry, and as long as we believe in ourselves, and our country, there is nothing we cannot accomplish.

NOW, THEREFORE, I, DONALD J. TRUMP, President of the United States of America, by virtue of the authority vested in me by the Constitution and the laws of the United States, do hereby proclaim January 20, 2017, as National Day of Patriotic Devotion, in order to strengthen our bonds to each other and to our country—and to renew the duties of Government to the people.

IN WITNESS WHEREOF, I have hereunto set my hand this twentieth day of January, in the year of our Lord two thousand seventeen, and of the Independence of the United States of America the two hundred and forty-first.

i, john, do hereby
accept all right, title, and
interest of this executive order,
faithfully created for my benefit,
date: Jan 27, 2017

X John
Discretionary [illegible] is now

Notice:
All Treasury
to prohibit my transmitted A
merged and extinguished
RF112202375-A trust

[FR Doc. 2017-01798
Filed 1-23-17; 2:00 pm]
Billing code 3295-F7-P

[redacted])
) **ORDER**
Defendant(s))

[redacted], Private American National Citizen third party Intervener Only Real Party in interest being harmed.

ORDER

Upon consideration of alleged Substitute Trustees' "MOTION TO RESELL PROPERTY" and Movant's Petition to deny the "MOTION TO RESELL PROPERTY" and Objection to any sale of property, and any hearing thereon, it is this [redacted] day of January, 2017 the year of our Lord two thousand [redacted] and of the Independence of "The United States of America" Two hundred and thirty ninth,

ORDERED that the Defendant's November [redacted] Petition to Deny the "MOTION TO RESELL PROPERTY" and objection to any sale of property is GRANTED;

ORERED, that the Alleged Substitute Trustees' "MOTION TO RESELL PROPERTY" docketed on October [redacted] is denied and it is further

ORDERED that a full accounting of the matter including but not limited to all proceeds, rents, issues, be accounted for and non-commingled and that a fiduciary be appointed for : [redacted] of [redacted] life estate in those assets, that the Trustee and co-trustee of the private trust established settle and close this matter and a permanent equitable estopple be granted against any and all non-bona fide parties.

JUDGE ~~acting as Chancellor~~

Judge [redacted]

[redacted] Clerk

ENTERED 1/[redacted]/2017

Copy Cla[redacted]